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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The New High Court Judge.

THE APPOINTMENT of Mr. GEORGE TALBOT, K.C.—best known, perhaps, as an ecclesiastical lawyer—to fill the vacancy on the High Court Bench caused by Mr. Justice DARLING'S retirement, recalls the appointment of Sir ARTHUR CHARLES, who had acquired reputation in the same way. Mr. TALBOT has had the distinction of being counsel for the University of Oxford, one of the most welcome honours that an *alumnus* of a university can receive. The appointment is an interesting departure from the recent practice of appointing well-known common law leaders, and the new judge may be expected to be a valuable acquisition to the Bench.

The Retirement of Mr. Justice Darling.

SIR CHARLES DARLING looks so youthful in his robes of office, and is so brisk and vigorous in his public form, that it must have come to most persons as somewhat of a surprise to find that he is now seventy-three years of age. His retirement withdraws from the Law Courts the best known of our judges. In fact, he fills the place in popular estimation occupied in an earlier generation by Sir HENRY HAWKINS, afterwards Lord BRAMPTON, but with this great difference: HAWKINS was rather feared than loved, whereas no judge is so popular with the Bar or the public at large as Sir CHARLES DARLING. His literary allusiveness and a curious half-suppressed touch of emotional romanticism have added to his charm of manner. And his "forensic" style, if we may use that phrase of a judge when he cross-examines witnesses or sums up to the jury, has been quite admirable. No judge had anything like his power of influencing a jury to decide as he wished; yet none was so seldom overruled by the Court of Criminal Appeal. His common sense, knowledge of the world, and astuteness were so marked that he left no loopholes for attack in a superior court—except as to his decisions on points of law, and these he was rather skilful in out-manœuvring by his presentation of the facts. On

the whole he did substantial justice, although on one or two occasions his conduct of a great murder trial gave rise to not unmerited criticism. The tendency of the Bar to judge practitioners rather by the visible accident of success than the deeper quality of merit has seldom been so conspicuously illustrated as in the protest, grounded on his want of practice, which was made on his appointment to the Bench. Needless to say, his career as a judge easily confounded his critics.

The Imperial Conference.

WE PRINT on another page the portions of legal interest of the official summary of the proceedings of the Imperial Conference as published in *The Times* of the 12th inst. The holding of these Conferences is a very important development in the constitutional relations of the Overseas Dominions with this country, and we are only at the beginning of its influence. Apart from the emphasis it places on common interests, and the intimate communication it allows between the different Governments, it is a recurrent and striking recognition of the unity of the various peoples which have grown up under the influence of the United Kingdom. Taken with the corresponding unity of the different portions of the United States, and the firmly welded friendship between these two branches of the English-speaking race, it can hardly be doubted that it will have a decisive influence in securing the peace of the world. The English language may not be universal in this common brotherhood of people, but local diversities do not detract from the universality of the result.

The Treaty-Making Power.

THE PARTICULAR parts of the official summary which we print relate to the making of treaties; the position of British Indians within the Empire; certain Nationality questions, including the nationality of married women; and the validity of marriages between British subjects and foreigners. As regards the making of treaties, this, according to English constitutional law, is the prerogative of the Crown; for they must be made by the sovereign power, and in England the sovereign power for this purpose is vested in the person of the King (1 Black, 257). But, of course, it must be exercised on the advice of the King's Ministers, and ultimately, though indirectly, the authority is in Parliament. The proximity of Canada to the United States and the special relations of the Dominion with her great neighbour, have raised questions as to the power of one part of the Empire to make treaties on her own account, and the recommendations made by the Conference for the acceptance of the various Governments recognize and regulate this separate power, though they are subject to the governing principle that no treaty should be negotiated by any of the Governments of the Empire without due consideration of its possible effect on other parts, or, if the circumstances so demand, of the whole. And the existing practice as to ratification is maintained; that is, treaties must be ratified by the Crown.

Citizenship and Naturalization.

THE INDIAN delegates were naturally anxious for effect to be given as speedily as possible to the Resolution of the Conference of 1921, that the right of British Indians to citizenship should be recognized, and they have obtained the assent of the British Government that there shall be full consultation and discussion between the Colonial Secretary and a Committee appointed by the Indian Government on all questions affecting British Indians domiciled in British Colonies, Protectorates, and Mandated Territory. But this does not promise to have speedy results, and General SMUTS, on behalf of South Africa, said that, on economic grounds, and not on any grounds of inferiority, no hope could be held out of further extension there of the political rights of Indians. Under the unfortunate decision of the Court of Appeal in *Markwald's Case*, 1920, 1 Ch. 348, naturalization is a local matter, and a man may be a British citizen in Australia and a foreigner here. Under s. 8 of the British Nationality Act, 1914, certificates of naturalization can be granted by the Oversea Dominions, and these are referred to in the marginal note to the section as certificates of Imperial naturalization. Presumably, these make the naturalized person a British citizen everywhere, and it is proposed that such certificates may be granted in case of residence in mandated territories. The question of the nationality of married women has, it will be remembered, led recently to an even difference of opinion in the Committee appointed to consider it; but the Imperial Conference has adopted the report of its own committee in favour of the existing rule that a married woman takes the nationality of her husband, with the addition of facilities for re-naturalization where the married state, though subsisting in law, has to all practical purposes come to an end. But the desirability of this may be questioned. As long as the marriage continues, the resulting condition of status should not be altered.

Appeals from the Irish Free State.

A QUESTION of great constitutional importance and interest has been raised by Mr. DARRELL FIGGIS in an article "Ireland and the Privy Council" in the current *Fortnightly Review*. It is whether Parliament, in apparently preserving the possibility of appeal from the Irish Free State to the Privy Council, has not blundered and left the Free State Supreme Court as the Final Court of Appeal. The matter depends primarily on the wording of Art. 66 of the Free State Constitution, which first gives to the Supreme Court appellate jurisdiction from the High Court, and declares that the decision of the Supreme Court shall be final and conclusive, "and shall not be reviewed . . . by any other Court, Tribunal, or Authority whatever"; and then adds:—

> "Provided that nothing in this Constitution shall impair the right of any person to petition His Majesty in Council for special leave to appeal from the Supreme Court to His Majesty in Council or the right of His Majesty to grant such leave."

The point raised by Mr. FIGGIS can be put very shortly. This proviso does not confer any right of appeal. It assumes that there is such a right existing and preserves it. But, says Mr. FIGGIS, there is no such right in the case of Ireland. Hence there is nothing to preserve, and the proviso is void of effect.

The Right of Appeal to the Privy Council.

OF COURSE, there is no right of appeal to the Privy Council in England, whether by special leave to appeal or not, and the question is whether, under recent constitutional changes in Ireland, any such right exists there. We cannot, of course, deal at length with the question here. We must refer our readers to Mr. FIGGIS' article, and doubtless there will be further discussion of it. All we can do is to note shortly the nature of the two appellate jurisdictions—the House of Lords and the Privy Council. Information as to the present results of historical research can be found in "Holdsworth," 3rd ed., Vol. I, pp. 357, *et seq.*, 477, *et seq.*; in Maitland's Constitutional History of England; in Anson's Law and Custom of the Constitution, 5th ed., Vol. I; and elsewhere. In "Anson" it is said (p. 388) that after the three Common Law Courts had been parted from the *Curia Regis*, there remained in the King a residuary judicial power. Part was exercised by the Crown in Parliament; part in Chancery; and these became the appellate jurisdiction of the House of Lords and the jurisdiction of the Court of Chancery. There still remained the jurisdiction of the Crown in Council, and this became the Court of Star Chamber, and for England this jurisdiction was abolished in 1641 by 16 Car. 1, c. 10. Thus ended the judicial powers of the King's Council in England, and there has never been any attempt to revive them. In this country final appellate jurisdiction rests with the House of Lords. The Privy Council, however, as the Colonies developed, assumed jurisdiction to hear appeals from "the foreign plantations," and this is the origin of the modern jurisdiction of the Privy Council, which was placed on a statutory basis by the Judicial Committee Act, 1833. The Appellate jurisdiction of this tribunal, although said to be founded on the principle that it is the prerogative of the Crown to entertain applications for redress from its subjects, is exercisable only over the dominions of the Crown outside England. In England it is excluded by the appellate jurisdiction of the House of Lords.

Ireland and the House of Lords.

How then does the matter stand with regard to Ireland? Hitherto the appellate tribunal for Ireland, as for England, has been the House of Lords, and the jurisdiction has had a curious history. The old Irish Parliament had its House of Lords corresponding to the House of Lords in England, and the Irish House claimed exclusive appellate jurisdiction—a claim which was disputed by the English House. In *Annesley's Case*, as Mr. Figgis recalls, and as was recalled in these pages not long ago (65 Sol. J. 305), there had been a decision of the Irish House against Annesley's claim to an estate, and he appealed to the English House, which decided in his favour and ordered the Irish Court of Exchequer to put Annesley in possession. That court obeyed, but the Sheriff of Kildare refused and was fined £1,200. He brought his case before the Irish House of Lords, who sent the Exchequer judges to prison. But the English Parliament made an end of the controversy by passing an Act in 1720 denying all power of appellate jurisdiction to the House of Lords (Lecky, History of Ireland, Vol. I, p. 447). On the establishment of Grattan's Parliament, this Act was repealed (1782), and for a time the Irish House of Lords had once more appellate jurisdiction, but this separate jurisdiction ceased when it was merged by the Union in the English House. Throughout all this history there seems never to have been a suggestion that an appeal from Ireland lay to the Privy Council, and if no such appeal lay, then the proviso to Art. 66 of the Free State Constitution cannot create it. That, in brief, is the argument which Mr. Figgis puts forward, and it appears to be sound. A right of appeal which has never had any existence cannot be created by a proviso saying it shall not be impaired.

The Witticisms of Mr. Justice Darling.

A question on which much difference of opinion prevails is the precise view that ought to be taken of Mr. Justice Darling's inveterate practice of indulging in witticisms in court. The truth is that the learned ex-judge had at least three different styles of witticism, all unlike each other. His popular style, that reported in the public press, was essentially satiric comedy in the style of Aristophanes: like the great Greek playwright he poured out his quips and jests upon the eccentric side of the political and social life of England in his own day. It was this flavour of dramatic satire in his wit that distinguished it from the cheap wit of the comic press and gave it real literary excellence; the failure to appreciate this—a failure confined to those who judged him from newspaper reports and not shared by those who practised in his court—led to the erroneous view of many worthy but dull public censors that he condescended to play the part of a court jester. His second style was quite different; it was the polished professional wit of a university common room or a rather academic club, full of intensely witty illusions to professional matters. In this style, not reported in the press but preserved in the memories of the Bar, he made many most admirable sayings which will probably be improved and handed down to posterity among the judicial witticisms of the time. A few examples, cherished at the common law Bar, are all we have space to give. When counsel was gravely arguing that the occupier of an upper flat was liable if the rain came through the roof and his own floor upon the flat underneath, Mr. Justice Darling quietly asked in his inimitable manner, whether this was the rule of law known as "*Respondeat Superior*." When Mr. Rowlatt, as he then was, was contending in a Divisional Court appeal that a motorist was entitled to expect that pedestrians would get out of the way when he rang his bell, Sir Charles Darling asked whether he was relying on the doctrine enunciated by Juvenal, "*Faciunt desertam et appellant pacem*"—with an emphasis on the "*pacem*," pronounced by him as "pace." In a similar connection he once divided users of the road into the quick and the dead. And he illustrated the doctrine of "alternative accommodation" by saying: "A common law judge does not require so much bath-room accommodation as a Lord Chancellor, for there is or used to be a maxim of Equity which says that 'He who cometh into Equity must come with clean hands.'" We may recall that when Lord Brougham enunciated this maxim at a public dinner at Edinburgh, an unkind fellow guest remarked: "But look at his hands." Such are a few of the witticisms, perhaps partly apocryphal, as all these stories are apt to be, familiarly attributed to him. His third style was quite different, that of bitter, cynical, polished epigram—the style of Meredith or Oscar Wilde—which appears at its best in *Scintillæ Juris*. This he latterly did not indulge at all in court, perhaps the result of kindlier feelings springing up in old age. And in all three styles of wit he had always a distinctly literary flavour.

Prospectuses and "Offers of Shares."

The question of increasing the stringency of the statutory requirements for company prospectuses is being discussed in the Press, and we see from *The Times* of the 14th inst., that Mr. Herbert W. Jordan referred to it on Tuesday in a lecture on Company Registration to the Secretaries' Association. Section 81 of the Companies Act, 1908, as is well known, requires that every prospectus issued by or on behalf of a company, or by or on behalf of any person who is or has been engaged or interested in the formation of the company, must contain the particulars specified in fourteen paragraphs, including the names of the vendors to the company, and the amounts paid to them, and s. 84 defines the liability of directors and others for untrue statements. A method of evading the statutory liability as to the contents of the prospectus appears to be for persons not directly authorized by the company to acquire the shares and offer them to the public on their own account, and it is to this process that exception is being taken. The *modus operandi* is fully explained in an article in *The Times* of the 12th inst., and it is suggested that the law should be amended so as to place everyone responsible for the issue of such offers under the same statutory restrictions as now apply when shares are offered by directors and promoters to the public. The Company Law Amendment Committee of 1918, of which Lord Wrenbury was Chairman, did not notice this matter, though the practice was, we believe, then known.

Evidence by Commission.

A practice point of some importance came before the Court of Appeal in *H.H. Aga Khan* v. *The Times Publishing Company, Ltd.*, *Times*, 30th ult. The point related to the exercise by the court of its discretion to issue a commission for the taking of the evidence of a witness by a special examiner where the witness is abroad or under the necessity of going abroad before the trial of the action. Generally speaking, the view taken by our courts is that a jury ought to have before them all the essential witnesses in any action, in order that they may form an opinion of the witness's credibility by his demeanour in the witness-box; the reading to them of minutes of proceedings before a special examiner scarcely satisfies this condition. Therefore the court will not as a rule permit such substitution of evidence taken elsewhere for evidence given in the sight and hearing of the jury, unless there exist grave and urgent reasons which would cause a denial of justice if a commission were not issued. Of course, in the case of witnesses to mere formal matters, or non-essential witnesses to substantial facts, this practice is somewhat relaxed. But the rule is adhered to with the utmost stringency where the witness whose examination on commission is desired is a party to the case who alleges that his personal honour is attacked, especially when he is the plaintiff, and most especially of all when he is plaintiff in a libel action. Mere ordinary grounds of convenience, however urgent, will not justify the substitution of an outside examination for appearance before the jury in such a case. This rule the Court of Appeal have clearly reaffirmed in *Aga Khan* v. *The Times*, *supra*, and the judgment of the court, delivered by Lord Justice Bankes, contains a lucid exposition of the principle on which the court should act.

The Eldon Trustees have elected Mr. Cyril John Radcliffe, B.A., Fellow of All Souls College, to be Eldon Scholar.

The Exercise of Special Powers of Appointment.

PROBABLY the best statement of the general rule as to what amounts to a sufficient exercise of a special power of appointment is to be found in the judgment of Mr. Justice (now Lord Justice) SARGANT, in *Re Ackerley*, 1913, 1 Ch. 510, as follows (p. 514) :—

> "It is often said that in order to exercise a special power there must be either (1) a reference to the power, or (2) a reference to the property subject to the power, or (3) an intention otherwise expressed in the will to exercise the power. This is, no doubt, a good practical way of stating the rule. But when more closely examined the first two alternatives are seen to be in reality only particular examples of the rule embodied in the third alternative, as, indeed, is implied in the use in that alternative of the word 'otherwise.' And accordingly, I should prefer to state the rule thus—namely, that in order to exercise a special power there must be a sufficient expression or indication of intention in the will or other instrument alleged to exercise it, and that either a reference to the power or a reference to the property subject to the power constitutes in general a sufficient indication for the purpose."

A very interesting problem came recently before Mr. Justice EVE for solution in *Re Slack's Settlement*, 1923, 2 Ch. 359, which involved the question whether a testator who has, as a matter of fact, a special power to appoint by will vested in him, but is unaware of the fact, can, by the use of any words, exercise such power if in the will there is any indication that he was unaware of such power. If the decision of Mr. Justice EVE is to be taken as a correct statement of the law, it seems doubtful whether he can do so.

In *Re Slack*, a testatrix under her marriage settlement, having a special power of appointment over a settled fund in favour of the issue of her then intended marriage, by her will gave all her residuary estate, "and all other, *if any*, the estate and effects over which I may have a power of appointment," to trustees. Mr. Justice EVE said that before he could come to the conclusion that the testatrix had the intention of exercising the power that he must find that she knew of its existence, and he came to the conclusion that the use of the words "if any" in the concluding part of the residuary clause showed that she was not aware of it and that, consequently, she had not well exercised the power.

Suppose that the testatrix in the above case had, instead of the words mentioned above, used the following words, "and all other, if any, the estate and effects over which I may have a power of appointment, I, not at the time of making this my will, being able to remember whether or not I have such a power, but wishing, in case it should turn out that I have such a power, to exercise the same." Could it be said that in such a case that the testatrix had not shown an intention to exercise the power? And, when carefully examined, was not this what the testatrix really meant to say? For, after all, the question is one of intention. In considering whether a special power had been exercised, Mr. Justice PEARSON, in *Von Brockdorff* v. *Malcolm*, 30 Ch. D. 172, said: "It is a question of intention and a question of intention only." In fact, all the cases agree that it is merely a question of the intention of the testator.

It is respectfully submitted that in *Re Slack* sufficient weight was not given to the fact that the testatrix had in the first place given the whole of her own residuary estate, and that the reference to a power of appointment, if any, showed an intention to exercise *some* power, and that the effect of the decision that the power had not been exercised had the effect of striking the words out of the will as having no effect. For Mr. Justice EVE admitted in his judgment that "it is obvious that the testatrix did not intend to die intestate," and later, he said that "the clause is framed in wide terms to cover all property over which she had any power of disposition."

In *Re Lane*, 1908, 2 Ch. 581, it was decided that a devise or bequest including all property "over which I shall have any power of disposition by will" is a sufficient reference to the power to execute it.

In the 1919 edition of Hayes & Jarman's Concise Forms of Wills, the learned editor, Mr. C. E. SHEBBEARE, at p. 68, after referring to *Ferrier* v. *Jay*, L.R. 10 Eq. 550; *Re Teape's Trusts*, L.R. 16 Eq. 442; *Thornton* v. *Thornton*, L.R. 20 Eq. 599, and other cases, says: "These decisions ... turned upon the words of the particular wills affording evidence of intention to exercise *some* power, as well as to dispose of the testator's own property." This seems to be a reasonable view of the cases, because if the words of the will show that a testator intended not only to dispose of the whole of his own property, but, in addition, to exercise all powers, the words must, as we have said above, either be given effect to or struck out of the will as having no meaning. The court does not generally do this. For instance, in *Re Boyd; Neild* v. *Boyd*, 63 L.T. 93, there being no other power to which the words "which by virtue of any power or authority I am competent to dispose of" could apply, it was held that the special power was exercised, as otherwise the effect would have been to strike out the words as capable of no meaning.

At any rate, whatever view may be taken of the decision in *Re Slack*, it will act as a warning to conveyancers never again to use the words "if any" in the above circumstances. In fact, it is a mistake to use the words in any case, for they have not the slightest meaning, and, as has been seen, may even result in the possible or probable intention of the testator being defeated.

The Limits of Trade Competition.

II.

(*Continued from page* 96).

The result is startling, for to common sense the parties certainly seem, to put it at its highest, *in pari delicto*. The plaintiff took away his custom from a wholesale merchant in order to protect the monopoly of the plaintiff's class, the retailers. The defendants took away a supply of saleable goods from their customer equally in order to protect their conflicting trade interests. There was no malice on either side and no breach of contract, or inducement to break contracts. It would therefore seem as if the acts of the respective parties were alike moves—perfectly lawful in themselves—in a legitimate game of protecting their respective trade interests, and that each was disentitled by his own corresponding conduct from alleging that the other had broken the rules of the game, *i.e.*, had gone beyond the limits of permissible trade competition. In fact, by general admission, there was no moral or legal difference between the acts of the conflicting parties except just this: the plaintiff was one person and the defendants were a group; therefore the latter are liable in conspiracy for doing what would not be actionable by an individual.

Such a view clearly accepts the contention of those commentators on *Quinn* v. *Leathem* who see in the existence of two persons, as distinct from one person, the vital factor which converts a lawful into an unlawful interference with the trade interests of another. By deciding that the defendants had acted in exercise of their legal right of fair business competition, Mr. Justice RUSSELL necessarily accepted this contention, and thereby ranked himself on one—and that the less academically acceptable—of two rival schools of jurists. It is true that the learned judge based his judgment on the fact that, although there had been no malice, there had been "threats," *i.e.*, a threat to withdraw a supply of goods, not a threat of violence, and that the "threat" was not reasonably justifiable by the necessity of protecting the defendants' own interests. But since "malice" was eliminated, one of the necessary elements to constitute a tort in the case of a single person is absent; for trespass on the case involves (1) an injury, (2) done maliciously, (3) without justification for the doer's own protection, and (4) with intent to injure the plaintiff: *Ware's Case*, 1921, 3 K.B. 40; *Davies* v. *Thomas*, 1920, 2 Ch. 189; *Pratt's Case*, 1919, 1 K.B. 244; and *Scottish Co-operative Society* v. *Glasgow Fleshers' Association*, 1896,

35 Sc. L.R. 645. In all the decided cases, prior to the present, where only one person commits the acts complained of, malice has been an essential element in the existence of a tort.

Here malice was absent. But it has always been contended by lawyers who adhere to the "conspiracy" theory of the rule in *Quinn* v. *Leathem* that where two or more persons combine to do an otherwise lawful act which injures a third, the "malice" is not essential. In other words, *conspiratio supplet malitiam*; the implied threat of force inherent in the presence of numbers is enough to constitute a sort of "constructive malice" in itself. In *Ware's Case*, Lord Justice ATKIN would seem to have included himself in the number of those who entertain this view. And in *Valentine* v. *Hyde, supra*, Mr. Justice ASTBURY made the luminous suggestion that interference with the legal rights of another may become unlawful in three cases: (1) when the interference is in itself illegal, *e.g.*, by assault or trespass or nuisance; (2) when the interference, although its means is *primâ facie* not tortious, nevertheless involves a threat—express or implied—of violent pressure or intimidation; and also, (3) when the interference is that of such a number of persons combined together as in the nature of things is calculated to intimidate a normal mind. The novelty, as well as the merit, of this latter view is that it preserves the traditional common law doctrine that "conspiracy" is unlawful, while abandoning the purely formal and artificial suggestion that an act, lawful if done by one, becomes unlawful if done by two persons. The number of persons must be sufficient, in this view, to create moral pressure, and the *quantum* required must necessarily be a number varying with the circumstances.

It seems not improbable that the doctrine enunciated in *Sorrell* v. *Smith, supra*, may have the advantage of being elucidated before some superior tribunal. But in the meantime it cannot be ignored by those whose duty it is to advise trade associations as to their legal rights. And, as it stands, Mr. Justice RUSSELL'S decision must be regarded as immensely restricting the limits within which a trade association of any kind can venture to take aggressive action in the economic protection of their members' trade interests.

Res Judicatæ.

Tender of an "Approved" Insurance Policy as Compliance with Condition.

(*Donald H. Scott & Co.* v. *Barclays Bank, Limited*, 1923, 2 K.B. 1, C.A.)

It is now generally accepted law that where the promisee under a contract is to receive performance in a form which he himself "approves," he will not be allowed to evade his obligation by making an unreasonable objection to a tender of performance which he ought to approve: *Hudson* v. *Buck*, 1877, 7 Ch. 9, 683. This is one of the many equitable rules which Lord Mansfield imported, *dehors* the Common Law, into mercantile contracts: *Hussey* v. *Horne-Payne*, 1879, 4 App. Cas. 311; *Ross* v. *Boards*, 1838, 8 A. & E. 290. A somewhat fuller discussion of this rule than is possible here will be found in the *Law Quarterly Review*, Vol. 39, p. 399, but we wish to note here its recent application in the interesting case of *Donald H. Scott & Co.* v. *Barclays Bank, supra*.

In this case a bank was financing a commercial firm in its business dealings and had arranged by letter of credit to honour drafts drawn by the firm provided they were accompanied by "an approved insurance policy" relating to the subject matter of the transaction. The firm tendered with their draft a certificate that an insurance had been effected, which certificate did not fully indicate the actual terms of the insurance. The bank refused to accept this as an "approved" insurance policy, and declined to honour the draft. The firm sued, and in the Court of Appeal it was held that the duty of the bank, under the contract, was to accept any insurance policy to which no reasonable objection could be taken. It is for the court to decide, in the event of refusal, whether or not the refusal is reasonable, so that the promisee who does not approve, withholds approval at his peril. In the particular case the refusal was apparently reasonable, since the bank was not in a position to ascertain whether it was properly protected or not by the insurance. But the court declined to go farther and to hold that the tender of a "certificate" of insurance can never be adequate performance of a promise to tender a "policy."

Covenants to Repair.

(*Calthorpe* v. *McOscar*, 1923, 2 K.B. 573, McCardie, J.)

It is over thirty years since the Court of Appeal in *Proudfoot* v. *Hart*, 25 Q.B.D. 42, laid down the well-known rule as to the obligation of a tenant under a covenant to keep a house in "good tenantable repair." He must keep it "in such repair as, having regard to the age, character and locality of the house, would make it reasonably fit for the occupation of a reasonably-minded tenant of the class that would be likely to take it." In *Calthorpe* v. *McOscar, supra*, the covenant was contained in a lease made in 1825, for ninety-five years from June, 1824, and it was to "well and sufficiently repair." The premises were three houses in Gray's Inn Road. During the term the neighbourhood changed from a semi-rural area to the central part of a great city, and at the end of the term, when the question of dilapidations arose, the houses were only suitable for small tenants, who would be less exacting than tenants of a better class. Was this a case for applying the rule in *Proudfoot* v. *Hart*, so that repairs suitable for the probable class of tenants would be sufficient. In that case the liability of the tenant was fixed by an arbitrator at £220. Or were the repairs to be done without reference to the tenant, so as to put the houses in a satisfactory state of repair? On this footing the arbitrator fixed the dilapidations at £586, and in arriving at this figure he made due allowance for the age of the premises and the change in the residential character of the locality: see *Lurcott* v. *Wakely*, 1911, 1 K.B. 905. Thus the two sums represented repairs necessary to put the premises in a proper condition without regard to the probable tenants, and repairs necessary to meet the requirements of such tenants. Now, if a distinction is to be drawn between "well and sufficiently repair" and keep in "tenantable repair," then *Proudfoot* v. *Hart* does not apply, and the higher standard might be exacted. Is, then, the reference in the rule in *Proudfoot* v. *Hart* to the reasonably-minded probable tenant based on the word "tenantable;" or does the rule apply generally to covenants to repair, whatever is the adjective used? Mr. Justice McCardie, on a careful examination of the cases, held that the latter is the correct view. The word "repair" by itself has the same meaning as in connection with "well," "proper," "substantial," "sufficient," "good," "necessary," or "tenantable." Hence the rule in *Proudfoot* v. *Hart* applied, and the extent of the lessee's liability depended on the reasonable requirements of the probable tenant, that is, it was £220. And this the learned judge justified on practical grounds. "After all, a building is made for occupation. It is for use as a business or residential structure, and not as a museum of reparational achievement." But is there not another side to the matter? If a house is slightly repaired so as to suit an easy-going tenant, will not a time come when, whoever is the occupier, serious repairs will have to be done to keep the houses in existence? It would be interesting to know what were the repairs which were "necessary" apart from the probable tenant, but ceased to be necessary when the probable tenant came into the picture. It may, perhaps, be presumed that the £220 included all repairs necessary for the maintenance of the houses, but in that case the difference between the two figures is striking.

Warranty on Letting of a Furnished House.

(*Collins* v. *Hopkins*, 1923, 2 K.B. 617, McCardie, J.)

The rule that on the letting of premises there is in general no warranty by the landlord that they shall be fit for the purpose for which they are taken (*Sutton* v. *Temple*, 12 M. & W. 52), may be the result of undue care of the landlord's interest; but there are two exceptions, one introduced by statute in the letting of working-class houses: Housing of the Working Classes Act, 1890; and the other by judicial decision to suit the obvious requirements of the case, namely, in the letting of a furnished house: *Smith* v. *Marrable*, 11 M. & W. 5; *Wilson* v. *Finch Hatton*, 2 Ex. D. 336. The house must be "fit for habitation." The warranty is broken, therefore, and the tenant can repudiate the tenancy if the drains are defective: *Wilson* v. *Finch Hatton, supra*; if the house is infested with vermin: *Smith* v. *Marrable, supra*; *Campbell* v. *Wenlock*, 4 F. & F. 716; if there has been recent infectious disease, and the house has not been properly disinfected: *Bird* v. *Greville*, Cab. & El. 317. In *Collins* v. *Hopkins, supra*, Mr. Justice McCardie included tuberculosis in the list of infectious diseases which may cause a breach of warranty, and his judgment derives exceptional interest from the full and careful description it contains of the risk of infection which attends this disease. And he concluded: "I venture to add the remark that far wider and more effective steps should be taken to inform the public of the ways in which the disease of consumption is spread and to tell them of the means by which

the risks of infection can be lessened." In the converse case of the tenant, it was held by the Court of Appeal in *Humphreys* v. *Miller*, 1917, 2 K.B. 122, that there is no warranty that he is fit to occupy them—that is, that he or his family are not suffering from infectious disease. Swinfen Eady, L.J., said that such a warranty, if imposed, must be imposed by statute. Mr. Justice McCardie intimated his disagreement with this decision and expressed the hope that it would be considered by the House of Lords:—"The decision is one which in my humble view is opposed alike to sound policy and legal principle. I make no further comment on it, nor need I point out the consequences it involves now. I only say that if the common law cannot be developed it will perish."

Reviews.

The Annual Practice.

THE ANNUAL PRACTICE, 1924. Being a Collection of the Statutes, Orders and Rules relating to the General Practice, Procedure and Jurisdiction of the Supreme Court, with Notes, &c. By RICHARD WHITE and GEORGE ANTHONY KING, Masters of the Supreme Court; assisted by F. C. WATMOUGH and J. H. EVANS-JACKSON, Barristers-at-Law, and F. E. W. NICHOLS, of Chancery Chambers. Sweet & Maxwell, Ltd.; Stevens and Sons, Ltd. £1 15s. net.

The preface to this, the Forty-second edition of the Annual Practice, notices with regret that the title page no longer bears the name of Mr. Francis A. Stringer, who had been connected with the work for many years. He has now retired from the Central Office. His knowledge of common law practice, say the present editors, was exceptional, and will be much missed by themselves and the profession, at whose service he was always ready to place it. But Mr. Stringer did not see the revision of the Rules which it was hoped a good many years ago would be undertaken, and though of recent years improvements have been effected—the removal of some obsolete rules and the reconcilement of others which were contradictory—the volume remains as a monument to the complexities of legal procedure. Moreover, this year's issue, while we are glad to see that it contains once more the text of the Judicature Acts and other statutes, and the Appendices to the Rules, does not include a consolidated Judicature Act. That is a project which still remains in the form of a Bill, though we presume it will be proceeded with when Parliamentary time is available.

But if revision of the Rules and consolidation of the statute law tarries, there is all the more scope for the editors to assist the practitioner in threading the maze of the existing mass of Acts, Rules, and judicial decisions. The past year has not been productive of new Rules of importance, and the task of the editors appears to have been mainly confined to revision of the notes. Practitioners know—many of them by long experience—how useful these are. An excellent example will be found in the notes to Ord. 16 on the joinder of co-plaintiffs or co-defendants, and on Third Party Procedure. Equally useful are the notes to Ord. 42 (Execution). But these are only instances of the full and informing treatment of questions of procedure in a book which continues to be a safe and practical guide in all High Court litigation.

Books of the Week.

Public Health.—Glen's Law of Public Health and Local Government. 14th edition. By the late ALEX. GLEN, K.C., M.A., LL.M. (Cantab), Bencher of the Middle Temple, RANDOLPH A. GLEN, M.A., LL.B. (Cantab), and G. W. BAILEY, Barristers-at-Law. Vol. I, Part 1. The Principal Public Health Acts. Div. 1, The Public Health Act, 1875. 5 parts or 2 vols. Sweet and Maxwell, Ltd. £5 5s. net.

Constitutional Law.—The Constitution of the German Republic. By HEINRICH OPPENHEIMER, D. Litt., LL.D., M.D., Barrister-at-Law. Stevens & Sons, Ltd. 10s. 6d. net.

Criminal Law.—Political Crime. A Critical Essay on the Law and its administration in cases of a Certain Type. By WILFRED GEORGE CARLTON HALL, B.C.L., M.A., Barrister-at-Law. George Allen & Unwin, Ltd. 4s. 6d. net.

Company Law.—Debentures. The purposes they serve and how they are issued. By HERBERT W. JORDAN, Company Registration Agent. 11th edition. Jordan & Sons, Ltd. 1s. 6d. net. By post 1s. 9d.

CASES OF THE WEEK.

Court of Appeal.

***Re* WHISTON: WHISTON *v.* WOOLLEY.**

No. 1. 23rd and 24th October and 8th November.

WILL—CONSTRUCTION—GIFT TO THREE CHILDREN NOMINATIM—ONE CHILD DEAD AT DATE OF WILL—LAPSE—RESIDUARY GIFT—BELIEF OF TESTATOR THAT CHILD WAS ALIVE.

A testator gave such portion of his estate as was derived from his second wife to his three children by that wife nominatim, *and the residue of his estate to all his six children also* nominatim. *One of the three children, P, had at the date of the will been killed in the war, but was then only known to be missing. The other five children survived.*

Held, that the gift to P lapsed, and fell into the residuary estate, and that there was an intestacy as to P's share of the residue.

Re Featherstone's Trusts, 22 Ch. D. 111, *not followed.*

Decision of Eve, J., (67 SOL. J. 535), *affirmed, with a variation.*

Appeal from a decision of Eve, J. By his will dated 27th September, 1918, the testator, William Harvey Whiston, after making certain specific bequests, gave all the residue of his personal estate except such portion as had belonged to his second wife, who predeceased him, and also a messuage and land and the residue of his real estate to trustees upon trust to sell and divide the proceeds among all his six children *nominatim* in equal shares to be vested in them at his decease. After reciting that owing to the death of his late wife intestate, he had become entitled to the whole of her personal estate, he directed his trustees to divide certain articles between his three named children by his late wife, and to sell the stocks, shares and funds lately belonging to her and divide the proceeds equally between the same three children in equal shares absolutely. At the date of the will one of them, Philip, was reported as missing, but the testator refused to believe that he was dead. Some time after the will was executed, but before the testator's death on 8th March, 1922, Philip was reported by the War Office as having been killed in March, 1918, a bachelor and intestate. Upon a summons to determine whether Philip's share in the property of the second wife went to his brother and sister only or to all the children of the testator, Eve, J., held (67 SOL. J. 535) that Philip's share lapsed and fell into the residue which went to the five children who survived the testator, in equal shares. The brother and sister of Philip appealed.

Sir ERNEST POLLOCK, M.R., said the appeal was from a decision of Eve, J., on a summons to determine the construction of the will of W. H. Whiston. The testator, who was a solicitor, was twice married; by his first wife he had three children, and by his second wife three other children, Gladys, Philip and George. His second wife predeceased him and he became entitled to certain property upon her death intestate. His son Philip was serving in the Great War, and as was now known was killed in March, 1918. He was reported missing after the great advance, but at the date of the will his fate was still uncertain. The testator, however, hoped against hope that he might be still alive, a prisoner in Germany. But at the date of his own death in March, 1922, he knew that his son was killed in March, 1918. His lordship then stated the material provisions of the will and proceeded. It was not unimportant to note that a legacy of £150 out of the second wife's property was left to the three children of the first wife. It was argued that the intention of the testator was that all his property which had come to him from his second wife should go to his three children by that wife, and as it was found that there were now only two of them it ought to go to those two. It was admitted, however, that the gift was to them *nominatim* and not as a class, but it was suggested that there was a context in the will which suggested that Gladys and George only were to take Philip's share, and *Re Featherstone's Trusts*, 22 Ch. D. 111, was cited in support of that contention. That, however, was a very special case, hardly to be taken as an authority that a direction as to vesting of shares should override other parts of the will. It might be that the direction was otherwise or unnecessary, but that was not an unknown result of using certain words in a will. The decision in *Re Featherstone's Trusts*, *supra*, must be left as dealing with the special circumstances of that case. But then it was contended that as the testator had made a mistake in the number of his children living at the date of the will, Gladys and George ought to take the property which had been the second wife's in equal shares, and *Re Sharp, Maddison* v. *Gill*, 1908, 2 Ch. 190, was cited. No doubt in that case the court held that where, instead of six children alive, there was only one, that one took the whole. But it was impossible to apply the doctrine of a mistake in the number

of children to a case where the gift was to the children *nominatim*. Then it was said that it was evidently the testator's dominant intention to keep the property which came to him from his second wife for the children only of that wife. But that was not clear, as legacies out of that property were left to the children of the first wife. The thing that was clear was that he was anxious to preserve to Philip in a spirit of optimism the same rights as his brother and sister. The appeal, therefore, failed, but the order below would be varied. As to the one-sixth share of Philip in the residue, including his one-sixth in the lapsed third share, there was an intestacy, and the share would go to the heir-at-law as to real estate, and to the next of kin as to personalty.

WARRINGTON, L.J., and SARGANT, L.J., delivered judgment to the same effect, the former stating the form of order to be made, and observing that *Re Featherstone's Trusts* was a decision turning on a very special will, enunciating no principle, and he regretted that it had ever been reported.—COUNSEL: *Dighton Pollock; Beebee; Roope Reeve*, K.C., *and Hodge; Whinney; Lyttleton Chubb*. SOLICITORS: *Maude & Tunnicliffe* for *Simpson and Mosley*, Derby; *Peacock & Goddard* for *Moody & Wooley*, Derby; *Greenfield & Cracknell* for *Whiston & Sons*, Derby.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

DODD *v.* AMALGAMATED MARINE WORKERS' UNION.

No. 1. 30th and 31st October.

TRADE UNION—RIGHT OF MEMBER TO INSPECT BOOKS—CLAIM TO INSPECT BY ACCOUNTANT—ALLEGATION BY UNION OF *mala fides*—NO DISCRETION IN UNION TO REFUSE INSPECTION—TRADE UNION ACT, 1871, 34 & 35 Vict. c. 31, s. 14, First Sched., clause 6.

The right given to members of a trade union by s. 14 *of the Trade Unions Act*, 1871, *and clause* 6 *of the* 1*st Sched. to inspect the books of the union empowers a member wishing to inspect to do so by a skilled accountant, provided that the accountant should not be personally objectionable to the union, and should undertake only to use the information he obtains for the purpose of imparting it to his client. The fact that the trade union officials believe a member wishing to inspect their books and accounts to be acting* mala fide *and in the interests of another union does not give them an implied discretion to refuse him the right of inspection.*

Bevan *v.* Webb, 49 W.R. 548; 1901, 2 Ch. 59, *and* Norey *v.* Keep, 1909, 1 Ch. 561, *applied and followed.*

Appeal from a decision of Astbury, J., reported 67 SOL. J. 618. The plaintiff was a member of the defendant union, which had been formed in 1922 by the amalgamation of two existing unions, in one of which the plaintiff had been an official. In consequence of trouble between the plaintiff and the officials of the new union, the latter purported to expel him, but he obtained an order from Astbury, J., that his expulsion was illegal. Section 14 of the Trade Unions Act, 1871, provides that the rules of a union shall make provision for the books and register of members of the union being inspected by any member, and r. 25 of the defendant union contained this provision. The plaintiff applied to inspect the books, and presented himself at the defendants' office with a Mr. Smedley, a chartered accountant, and claimed that Smedley should be allowed to inspect the books upon his (the plaintiff's) behalf. The secretary refused to allow Smedley to inspect, although the latter offered to give a written undertaking not to divulge any information obtained, except to the plaintiff. The plaintiff then brought the action, and moved before Astbury, J., for an order that Smedley should be allowed to inspect. Astbury, J., made the order, which was reversed by the Court of Appeal, on the ground that an application which covered practically the whole ground of the action should not be decided on an interim motion. Upon the action then coming on for trial, the defendants contended that the plaintiff's action was *mala fide*; that he was really acting on behalf of the head of a rival union; the object being to destroy the defendant union and force its members to join the rival union. Astbury, J., said that he could not hold that the defendants had proved the charges made against the plaintiff, or shown that he was acting *mala fide*. That being so, s. 14 of the Trade Unions Act, 1871, gave the plaintiff a right to inspect, and the decisions in *Bevan* v. *Webb, supra*, and *Norey* v. *Keep, supra*, showed that he had the right to make that inspection by a skilled agent; there must therefore be an order for such inspection. The defendants appealed. The court dismissed the appeal.

Sir ERNEST POLLOCK, M.R., said that the point was of wider reference than a question of the rights of members of a trade union, for it concerned partners, members of companies, etc. Counsel for the defendants had admitted that in certain cases some assistance should be given to an inspecting member, as, for instance, when a member who desired to inspect was blind. But in 1901 the court decided the case of *Bevan* v. *Webb, supra*. That was under the Partnership Act, 1890, which made provision that partners might inspect the books of the partnership, prcatically in the same way as the Trade Unions Act, 1871, and the question there was whether partners might inspect by an agent or only personally, and it was held that inspection might be by an agent, and that the Act contained no negation of that liberty. Collins, L.J., in his judgment in that case had said: "I should say that *primâ facie* the permission to do a thing carries with it the right to use the instrument necessary to prevent that right so conferred from being rendered ineffective." From that judgment it would appear that when a person in making inspection was under a disability, such as lack of skill or experience, he was entitled, by the use of an agent, to make that disability good. In other words, when the Act said "inspection" it meant effective inspection, and, if necessary, by the instrument which would make it effective. That case showed that the Court of Appeal had decided that an agent might be used to make inspection effective, and the onus lay on those who wished to deny that right to show that the right should not be exercised. Parker, J., in *Norey* v. *Keep, supra*, followed *Bevan* v. *Webb, supra*, and had applied that case to the case of the inspection of books of a trade union, and he held that a member was entitled to inspect by an accountant, and he pointed out that the inspection conferred by the Legislature might be defeated if it were held that only personal inspection were permitted. Therefore, it seemed that the law on the subject was perfectly clear. Defendants had contended that even if the plaintiff's claim were *primâ facie* right, yet there was power in a union to resist it if they had reasonable grounds for doing so. Astbury, J., however, had not found that the plaintiff was acting *mala fide*, and the onus of establishing that the plaintiff should not be allowed to exercise a legal right was on the defendants. There was nothing in the Act to show that there was this wide discretion in the defendants, or that they could refuse inspection merely because they, in their judgment alone, had a suspicion that the plaintiff was acting in a hostile and improper manner. The plaintiff was therefore entitled to the relief granted by Astbury, J.

WARRINGTON and SARGANT, L.JJ., delivered judgments to the like effect.—COUNSEL: *Grant*, K.C., and *David White* for appellants; *Luxmoore*, K.C., and *Lavington* for respondents. SOLICITORS: *White & Co.; Frank Daphne.*

[Reported by G. T. WHITFIELD HAYES, Barrister-at-Law.]

WAKELY *v.* TRIUMPH CYCLE COMPANY LIMITED.

22nd October.

PRACTICE—SECURITY FOR COSTS—ACTION IN ENGLAND BY PERSON RESIDENT IN IRISH FREE STATE—JUDGMENTS EXTENSION ACT, 1868, 31 & 32 Vict., c. 54, s. 1—GOVERNMENT OF IRELAND ACT, 1920, 10 & 11 Geo. 5, c. 67, s. 41—IRISH FREE STATE (CONSEQUENTIAL PROVISIONS) ACT, 1922, 13 Geo. 5, c. 2, Sess. 2, 1922, s. 1.

By s. 1 *of the Judgments Extension Act*, 1868, *a judgment which had been obtained in England could be enforced in Ireland and* vice versâ. *By s.* 41, *s-s.* (3), *of the Government of Ireland Act*, 1920, *it was provided that the Judgments Extension Act*, 1868, *should apply to the registration and enforcement in the Supreme Courts of Southern Ireland and Northern Ireland of judgments obtained or entered up in the Supreme Courts of Northern Ireland and Southern Ireland in like manner as it applied to registration of judgments obtained in the Supreme Court of England. By s.* 1 *of the Irish Free State (Consequential Provisions) Act*, 1922, *which received the Royal Assent on* 5*th December*, 1922, *it was enacted that the Government of Ireland Act*, 1920, *should cease to apply to any part of Ireland other than Northern Ireland.*

Held, that, since by virtue of s. 1 *of the Irish Free State (Consequential Provisions) Act*, 1922, *the Government of Ireland Act*, 1920, *had ceased to operate in Southern Ireland, the Judgments Extension Act*, 1868, *which owed its application to Ireland to the Act of* 1920, *had also ceased to operate in Southern Ireland, and a plaintiff, resident in the Irish Free State, suing in the English courts, may be ordered to give security for costs.*

Appeal from Swift, J., in chambers. An action was brought by a plaintiff, who was resident in the Irish Free State, claiming from the defendants damages for injuries sustained by the plaintiff owing to the alleged negligence of the defendants or their servants. The defendants applied under R.S.C. Order LXV, r. 6, for an order that the plaintiff should give security for costs, and Master Simner made an order that the plaintiff should give security for the defendants' costs of the action in the sum of £25. The plaintiff appealed to judge in chambers and Mr. Justice Swift reversed the Master's order on the ground that the Judgments Extension Act, 1868, was still in force in the Irish Free State and that there was therefore a provision available for the enforcement of a judgment obtained in the courts of this country against a litigant resident in the Irish Free State. The defendants appealed to the Court of Appeal.

THE COURT (BANKES and ATKIN, L.JJ.) allowed the appeal. So far as the United Kingdom was concerned, the rule with regard to security for costs was considerably modified by the Judgments Extension Act, 1868, s. 1 of which dealt with Ireland. By that section provision was made for the enforcement and registration in Ireland of judgments obtained in England, and there were similar provisions applicable to Scotland. It was therefore unnecessary any longer to maintain the rule with regard to security for costs in a case where one of the parties resided in England and the other party in Ireland. When the Judicature Act, 1873, abolished the old courts, the Judgments Extension Act, 1868, was made applicable to the new courts, and was extended to Ireland by the Judicature (Ireland) Act, 1877. The Government of Ireland Act, 1920, provided by s. 41 that the Judgments Extension Act, 1868, should apply to the registration and enforcement of judgments in the Supreme Courts of Southern Ireland and Northern Ireland. The Irish Free State (Consequential Provisions) Act, 1922, received the Royal Assent on 5th December, 1922, and s. 1 of that Act provided that "subject to the provisions of the First Schedule to this Act, the Government of Ireland Act, 1920, shall cease to apply to any part of Ireland other than Northern Ireland." The Irish Free State Constitution Act, 1922, provided by s. 1 that the constitution set forth in the First Schedule should come into operation when it was proclaimed, and the Act was duly proclaimed on 6th December, 1922. The operation of the Judgments Extension Act, 1868, in Ireland depended on the Government of Ireland Act, 1920, and as that Act had ceased to operate in Ireland the Judgments Extension Act, 1868, had no operation there at the material date. The plaintiff, therefore, being a resident in the Irish Free State, must be treated as being in the position of a foreigner having no assets in this country, and must be ordered to give security for costs. Appeal allowed.—COUNSEL: *Conway; Lipsett.* SOLICITORS: *Horner & Horner*, Agents for *Goate & Bullock*, Coventry; *Herbert Z. Deane.*

[Reported by T. W. MORGAN, Barrister-at-Law.]

High Court—Chancery Division.

***Re* CUNNINGTON: HEALING *v.* WEBB.** Eve, J. 15th October.

CONFLICT OF LAWS—WILL IN ENGLISH FORM—DOMICIL IN FRANCE—MOVABLES—CONSTRUCTION—RESIDUARY BEQUEST OR INTESTACY.

A will of movables must be construed according to the law of the testator's domicil at the time of his death, unless the testator indicates that the will was intended to take effect with reference to the law of some other country.

This summons raised a question whether the English will of a testator domiciled in France ought to be construed according to the law of England or the law of France. By his will made in English form the testator described himself as a British subject then residing in France, appointed an Englishman his sole executor, and gave all his real and personal estate to his executor upon trust to get in and sell the same, and, after paying certain legacies, to divide all the rest and residue of his estate equally between ten named legatees; and the testator directed that on the death of any residuary legatee in the lifetime of the testator the legacy of the person so dying should belong to the issue of such person. The testator, who had been a trainer of racehorses at Newmarket and in France, died in July, 1919, in France, and his will was duly proved in England. Two of the residuary legatees died in the testator's lifetime, but neither of them left any issue, and according to English law these shares would have lapsed, but according to the law of France the eight surviving trustees would take the whole of the residue. The testator had a banking account in Paris and another at Newmarket. The French property amounted to the sum of £15,600, and the English property to £21,060, the duty on the whole of the property being paid in France. This originating summons was taken out by the executor asking, *inter alia*, (1) for an inquiry as to what was the domicil of the testator, and (2) whether in the events which had happened the two-tenths of the residue were undisposed of or whether the eight surviving residuary legatees were entitled to the whole residue. In April last, Eve, J., held that the testator was domiciled in France at the time of his death. The second question now came on for decision, and it was contended on behalf of the residuary legatees that the will must be construed according to the law of the domicil, and that this case did not come within the exception of that rule. On behalf of the next-of-kin it was argued that the rule was a mere canon of construction, and that, the will being a purely English will, there was an implied intention that it should be construed with reference to English law.

EVE, J., in the course of his judgment said there was no doubt that if the will was to be construed according to English law, there would be an intestacy as to the two-tenths of the residuary estate. But the testator was domiciled in France, and *primâ facie* so far as personal estate was concerned it ought to be construed according to the law of the domicil, and according to that law there was no intestacy as to the two-tenths of the residue and the eight surviving legatees took the whole residue equally between them. The only real question was whether there was sufficient evidence of intention on the part of the testator to exclude the operation of the rule that the will should be construed according to the law of the domicil. The will was undoubtedly an English will, and the benefactions were almost exclusively given to English men and women; but according to the authorities he did not think there was sufficient in the present case to exclude the *primâ facie* rule. The case of *Anstruther* v. *Chalmer*, 2 Sim. 1, was a very similar case, where it was held that the facts were not sufficient to exclude the rule. The exception or qualification of the rule was referred to in *Bradford* v. *Young*, 29 Ch. D. 617, where it was said by the Court of Appeal that, unless it could be ascertained, either by direct statement in the will or by combination of circumstances, that the testator intended to exclude the operation of the rule, the court was bound to follow it. In *Re Price*, 1900, 1 Ch. 442, Stirling, J., applied the general rule in the absence of any indication of an intention to the contrary. In the present case also there was no sufficient indication of any such intention. The will therefore must be construed according to the ordinary rule, and the residue would go according to the law of France to the eight surviving legatees, and there was no intestacy as to the two-tenths.—COUNSEL: *W. F. Webster; Gover*, K.C., and *Farwell*, K.C.; *G. D. Johnston; Bryan Farrer.* SOLICITORS: *Barfield & Barfield; Martineau & Reid.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

High Court—King's Bench Division.

GRIFFITHS *v.* STUDEBAKERS, LIMITED. Div. Ct. 19th October.

MOTOR CAR—LIMITED TRADE LICENCE—CONDITION—BREACH BY SERVANT—LIABILITY OF EMPLOYERS—ROADS ACT, 1920 (10 & 11 Geo. 5, c. 72), s. 12—ROAD VEHICLES (TRADE LICENCES) REGULATIONS, 1922, Reg. 4, Art. B (1), (3) (*a*).

The driver of a motor car, in respect of which a limited licence had been granted, while using the vehicle upon a public road carried a number of passengers in excess of that permitted under the conditions of the licence.

Held, that the employers, notwithstanding the fact that they had specifically instructed the driver to observe the regulations, had committed an offence, and ought to be convicted, and that the driver ought also to be convicted as an aider and abettor.

Case stated by Hampstead justices. An information was preferred against the company for using a motor car on 8th March, 1923, under a limited trade licence, and failing to comply with Reg. 4 Art. B (1) (*a*) of the Road Vehicles (Trade Licences) Regulations, 1922, by which the carrying of more than two persons in addition to the driver, was prohibited. An information was also preferred against the driver for aiding and abetting the company in the commission of the offence. It was stated in evidence that the company had provided the driver with a copy of the regulations relating to limited trade licences, and had specifically instructed him that the regulations were to be observed. When the driver was stopped by a police constable and asked why he was carrying more than the limited number of passengers, he replied that he was giving them a trial run. The justices, being of opinion that the company had committed no offence, and that only the holder of the limited trade licence could commit the principal offence, dismissed the information against the company, and they further decided to dismiss the information against the driver. The justices, however, stated this case. By s. 12 of the Roads Act, 1920, it is provided: "The Minister may make regulations generally for the purpose of carrying this Act into effect, and, in particular, without prejudice to the generality of the foregoing provision, may make regulations (*a*) with respect to the registration of vehicles . . . . (4) If any person acts in contravention of, or fails to comply with, any regulations made under this Act, he shall, for each offence, be liable on summary conviction to a penalty not exceeding twenty pounds. By Reg. 4, Art. B (1) it is provided: "Subject to the observance and fulfilment of the provisos hereinafter contained the holder of a limited trade licence may use any vehicle for which such licence is appropriate on a public road under that licence for any one or more of the following purposes . . . (3) for test or trial for the benefit of a prospective purchaser . . . Provided that (*a*) not more than two persons, in addition to the driver, shall be carried upon a vehicle which is being used upon a public road under a limited trade licence . . ."

LORD HEWART, L.C.J., delivering judgment, stated the facts and material statutory provisions, and said that upon those

facts it was apparent that under a limited trade licence a driver employed by the respondent company was showing the vehicle to prospective purchasers, but was driving in the car a number of persons in excess of the number named in the proviso. In those circumstances, was the respondent company liable or not? It had been argued that they were not liable. It was said that if the question were one of civil liability, they would, no doubt, be liable for the acts of their servant; but they were not, it was argued, liable to be convicted, inasmuch as they took precautions to prevent the contravention of the regulation. He (his lordship) thought that that argument really approached the matter from the wrong standpoint. The respondents had received a limited licence in respect of that car, they were the licence holders, and they might use the car for particular purposes, if they observed certain conditions. If they failed to observe those conditions, and nevertheless used the car as if the conditions were being observed, then they were contravening the regulations. It was said that they were not themselves contravening the regulations, as the act which was being done was being done by their servant. There were at least two observations to be made on that argument. It was quite clear that the limited company themselves, as a company, could not drive the car, and, secondly, it was not disputed that the employee who was driving the car upon that occasion was engaged upon the company's business, and was acting within the scope of and in the course of his employment, and, in short, was doing the very thing which, for the advantage of the company, he was employed to do. The only respect in which he fell short of the requirements of his employers was that, contrary to their wish, expressed in certain ways, he was carrying an excessive number of persons. On those facts, it seemed clear that the act of the driver was the act of the company. His lordship referred to a passage in the judgment of Atkin, J., in *Mousell Bros. Limited* v. *London & North Western Railway Co.*, 1917, 2 K.B., at p. 845, in which that learned judge said that he thought that it was clear from the authorities that while *primâ facie* a principal was not to be made criminally responsible for the acts of his servants, yet the legislature might prohibit an act or enforce a duty in such words as to make the prohibition or the duty absolute; in which case the principal was liable if the act was in fact done by his servants. Applying the principles there enunciated his lordship thought he might summarise the matter thus:—The statutes required that a motor car, if used on a highway, must be duly licensed. For the benefit of manufacturers of motor cars where a car was being used for limited purposes in the way of their trade, limited or cheaper licences were granted, to which conditions were attached. The manufacturers, whether a company or an individual, could obviously not be expected to show their cars to prospective purchasers themselves, and it would defeat the whole scheme if an employer, whether a company or an individual, were enabled in the circumstances of the present case to disclaim responsibility for the contravention of the regulation when the car was being driven by a servant. The case should be remitted for the conviction of the company and also of the driver as an aider and abettor.

SANKEY, J., delivered judgment to the same effect, and SALTER, J., concurred.—COUNSEL: *Travers Humphreys* and *Ronald Powell*; *Purchase*, K.C. and *F. E. Sugden*. SOLICITORS: *Wontner and Sons*; *Engall & Crane*.

[Reported by J. L. DENISON, Barrister-at-Law.]

GILL *v.* **MELLOR.** Div. Ct. 18th October.

RATES—POOR RATE—GENERAL DISTRICT RATE—DEMAND FOR PAYMENT—WHETHER NECESSARY—PROCEDURE—POOR RELIEF ACT, 1601 (43 Eliz. c. 2), s. 1—POOR RELIEF ACT, 1743 (17 Geo. 2, c. 38), s. 11—DISTRESS FOR RATES ACT, 1849 (12 & 13 Vict. c. 14), s. 5—PUBLIC HEALTH ACT, 1875 (38 & 39 Vict., c. 55), ss. 210, 211, 222, 256.

In the statutes dealing with the recovery of a poor rate and general district rate there is an absence of any provision requiring that the demand shall be made within the year for which the rate is made, and there appears to be no ground for reading such a requirement into the law. A fortiori, it is not necessary for proceedings to recover payment of such rates to be taken within the year.

Davis v. *Burrell*, 10 C.B. 821, and *R.* v. *Blenkinsop*, 1892, 1 Q.B. 43, referred to.

Cases stated by justices for the West Riding of Yorkshire. At the court of summary jurisdiction at Halifax, a complaint was preferred by a rate collector against the respondent for neglecting to pay a poor rate. It was contended on behalf of the appellant that there was no time limit within which the demand for payment of the rate must be made. On behalf of the respondent it was contended that no order ought to be made, as the demand for payment was made after the expiration of the year for which the rate was laid. A similar case was stated with respect to the non-payment of a general district rate. The justices were of opinion that the demands and the proceedings for the recovery of the sums in question should have been made and taken within the year in which the respective rates were laid, and that they had no power to make the order. They, accordingly, dismissed the complaint and stated these cases. The material statutory provisions are indicated above.

Lord HEWART, L.C.J., delivering judgment, said that no demands had been made until the expiration of something like six months after the conclusion of the year with which the rates were concerned, and that the justices had held that the demands should have been made and that the proceedings for recovery of payment should have been taken within the year for which the rates were laid. He was of opinion that they were not right in their view. His lordship referred to a passage in the judgment of Jervis, C.J., in *Davis* v. *Burrell* (*supra*), where he said (at p. 826), "When a rate is duly made and published it is the duty of the parties assessed to seek out the collector and to pay it"; adding that the statute of Elizabeth "requires a personal demand before the rate can be distrained for. That shows that a demand would otherwise be unnecessary." Apart from the statutory requirement for a demand in the case of an attempt to recover by distress warrant, payment of a rate which should have been paid but had not been paid, there was no requirement for a demand. Nor when a demand was made was there any requirement as to the time when it should be made. It seemed clear from *R.* v. *Blenkinsop*, *supra*, that there was no ground for reading into the law such a requirement. There appeared to be no provision in the statutes dealing with the recovery of a poor rate, or in those dealing with the recovery of a general district rate, requiring that the demands should be made within the year for which the respective rates were laid. *A fortiori* it was not necessary for the proceedings for the recovery of the rates to be taken within the year. In his view the magistrates were wrong in point of law, and the case must be remitted with a direction that a demand within the year was not necessary.

SANKEY and SALTER, JJ., concurred.—COUNSEL: *W. E. P. Done*. SOLICITORS: *Robbins, Olivey & Lake* for *Longbotham and Sons*, Halifax.

[Reported by J. L. DENISON, Barrister-at-Law.]

CASES OF LAST SITTINGS.

Court of Appeal.

ANDROMEDA HANDELSAKTIESELSKAB *v.* **HOLME.**
No. 2. 26th July.

PRACTICE—TAXATION OF COSTS—APPLICATION TO SET ASIDE JUDGMENT REGULARLY OBTAINED BY DEFAULT—DISCRETION OF MASTER OR JUDGE AS TO COSTS—ORDER FOR "PAYMENT OF ALL COSTS THROWN AWAY"—CONSTRUCTION—WHAT COSTS INCLUDED UNDER GENERAL WORDS—COSTS OF BANKRUPTCY PROCEEDINGS NOT INCLUDED.

Where an application is made to set aside a judgment which had been obtained by default, it is in the discretion of a master or judge to impose such terms as to costs as he thinks reasonable. But where an order is made setting aside a judgment upon payment into court of a specified sum and upon "payment of all costs thrown away," the general words, "all costs thrown away" cover the costs of execution, and of garnishee proceedings, but not the costs of bankruptcy proceedings, which are outside the action. If the costs of bankruptcy proceedings are claimed, the attention of the master or judge must be directed to them, and if, after having his attention called to them he, in his discretion, specifically orders them to be paid, his order cannot be impugned on the ground of want of jurisdiction.

Appeal from Rowlatt, J., in chambers. The appellants had brought an action against the respondent, and on 2nd January, 1923, they recovered judgment against him for £100 and costs in default of appearance. Execution was issued, and a return of *nulla bona* was made. The plaintiffs on 24th January served on the defendant a bankruptcy notice, and on 2nd February the defendant, under protest, paid £20 on account of the judgment. A petition in bankruptcy was afterwards presented by the plaintiffs against the defendant. On 21st March they obtained a garnishee order *nisi* attaching debts due to the defendant to satisfy the balance remaining due on the judgment and costs. Subsequently, the defendant took out a summons to set aside the judgment and execution thereon. The master in chambers made an order that upon payment into court by the defendant within four days of the sum of £80, and "upon payment of all costs thrown away" and of this application to be taxed, the judgment signed herein be set aside, and the defendant be at liberty to defend this action, otherwise the judgment and execution to stand. The plaintiffs claimed that the words "upon payment of all costs thrown away" covered the costs of execution,

the costs of the garnishee proceedings, and the costs of the bankruptcy proceedings, but the taxing master held that these three items were not included. Thereupon the plaintiffs took out a summons before the judge in chambers to review the taxation. Rowlatt, J., the judge in chambers, dismissed the summons, and the plaintiffs appealed by leave to the Court of Appeal.

THE COURT (BANKES, ATKIN and YOUNGER, L.JJ.) allowed the appeal, holding that it was in the discretion of a master or judge to impose such terms as he thinks reasonable on an application to set aside a regular judgment by default, and the master in this case might have ordered payment of the costs of the execution, all the costs of the garnishee proceedings and of the proceedings in bankruptcy. He had power to make an order in terms, allowing all that the appellants contended for. He might order payment of all costs reasonably incurred in getting payment of the judgment debt. But the question was as to the construction of the words "all costs thrown away," and nothing that the court said in this case would affect the complete discretion of a master or judge to impose any reasonable terms on a party applying to set aside a judgment regularly obtained. Bankruptcy proceedings were outside the action and were therefore not covered by the general words referred to above. It would assist litigants to lay down the rule that the costs of execution and of garnishee proceedings were covered by the general words "all costs thrown away," but the costs of bankruptcy proceedings were not covered by those words. If costs of bankruptcy proceedings were claimed, the attention of the master or judge should be directed to them, and if, after having his attention drawn to those costs, he, in his discretion, orders them to be paid, such order would be within his jurisdiction to make. If the costs of the bankruptcy proceedings are to be paid, there must be a specific order to that effect. Appeal allowed. COUNSEL: *Schiller*, K.C., *and R. J. Willis*; *N. L. C. Macaskie*. SOLICITORS: *Roche, Son and Neale*; *Reynolds & Son*.

[Reported by T. W. MORGAN, Barrister-at-Law.]

Court of Criminal Appeal.

REX *v.* HAMMER. 26th June and 10th July.

CRIMINAL LAW—BIGAMY—JEWISH MARRIAGE SOLEMNIZED ABROAD—FOREIGN LAW—PROOF IN ENGLISH CRIMINAL COURT—"ANY ACTION OR OTHER MATTER"—ADMINISTRATION OF JUSTICE ACT, 1920, 10 & 11 Geo. 5, c. 81, s. 15.

By s. 15 *of the Administration of Justice Act*, 1920, "*where, for the purpose of disposing of any action or other matter which is being tried by a judge with a jury in any Court in England or Wales, it is necessary to ascertain the law of any other country which is applicable to the facts of the case, any question as to the effect of the evidence given with respect to that law shall, instead of being submitted to the jury, be decided by the judge alone.*"

Held, that the words "any action or other matter" in the section included a criminal prosecution.

Where, therefore, in a criminal prosecution for bigamy, the allegation being that the appellant in 1907 *was married in Bessarabia, then in the Russian Empire, and that in* 1917, *while, to his knowledge, his wife was still living, he went through a ceremony of marriage in England, the judge having left the question of foreign law to the jury, the conviction must be quashed because that question was for the judge alone.*

The validity of a marriage abroad under foreign law is a question of fact.

Appeal against a conviction, on certificate. The appellant, a member of the Jewish race, was convicted at the Central Criminal Court on 6th June, 1923, of bigamy, but judgment was respited by the learned recorder, who gave a certificate that the case was a fit one for appeal. It was alleged against the appellant that he was married in 1907 at Lipscani in Bessarabia, then in the Russian Empire, and that subsequently, while to his knowledge his wife was alive, he went through the ceremony of marriage in England on 5th May, 1917.

SANKEY, J., read the judgment of the court (Sankey, Salter and Swift, JJ.). In this case the prisoner, a member of the Jewish race, was indicted for and found guilty at the Central Criminal Court of bigamy, but the learned recorder respited judgment and gave a certificate that the case was a fit one for appeal. The allegation against the prisoner was that he was married on 22nd May, 1907, at Lipscani, Bessarabia, at that time within the Empire of Russia, and that subsequently and while to his knowledge his wife was alive he went through the ceremony of marriage in England on 5th May, 1917. The only point taken by the defence was that the first marriage had not been properly proved and two contentions were advanced: (1) That it was necessary to produce a written contract proving the alleged marriage; (2) that there was no evidence of the said marriage fit to be left to the jury in the absence of any document purporting to bear the signature of the official rabbi, or purporting to be endorsed by the municipal authority. In regard to the first contention, the learned judge was referred to several cases tried at the Central Criminal Court, where, in *Reg.* v. *Althauser*, 17 Cox C. C. 630, 1893, the learned Recorder held that the production of a written contract was necessary, and in *Reg.* v. *Nasillski*, 61 J. P. 520, 1897, where the learned common serjeant followed the same ruling. Both learned judges founded their decision upon the case of *Horn* v. *Noel*, 1807, 1 Camp. 61, and the defence contended that Lord Ellenborough there decided that the production of a written contract of marriage was necessary to prove a Jewish marriage. We think that this is a misconception. The case in Campbell is not an authority for any such proposition. All that took place there was that the learned counsel, Mr. Garrow, suggested that a written contract ought to be produced and his opponent said he had it. It was put in and the case proceeded. No decision was given. In our view the validity of a marriage under Jewish and Russian law is a question of fact, and there was in this case ample evidence upon which the marriage could be held valid notwithstanding the absence of a written contract. With regard to the second contention, the learned judge held that the question of foreign law was one for the jury, and experts in Russian law were called on either side. The jury accepted the evidence on behalf of the prosecution that the facts deposed to by them proved that the marriage at Lipscani was a valid one, and, it being further proved that the prisoner had gone through the ceremony of marriage in 1907, brought in a verdict of guilty. Unfortunately the attention of the court was not called to the Administration of Justice Act, 1920, s. 15, which provided that the question of foreign law shall be decided by the judge. Section 15 is as follows: "Where, for the purpose of disposing of any action or other matter which is being tried by a judge with a jury in any court in England or Wales, it is necessary to ascertain the law of any other country which is applicable to the facts of the case, any question as to the effect of the evidence given with respect to that law shall, instead of being submitted to the jury, be decided by the judge alone." It was argued by the Crown on appeal, that this section did not apply to criminal law, and that a criminal prosecution could not be included in the words "Any action or other matter." It was pointed out that these words are used in s. 2 of the Act, which obviously can only refer to civil proceedings, and that the words must have the same meaning in s. 15, and that this latter section therefore could only refer to civil cases. We think that the words as used in s. 15 are wide enough to include and must be held to include a criminal prosecution. It will be observed that the Act itself is entitled the Administration of Justice Act. Section 2 refers to matters in the High Court, s. 3 to matters in the County Court, s. 5 to matters in the Admiralty Court, and s. 9 to the enforcement in the United Kingdom of judgments obtained in British courts in other British Dominions. All these sections specifically apply to the subject-matter referred to in them. Section 15 is in part 3 of the Act under the title, "Miscellaneous," and, as above pointed out, the words are very wide and general in their character, and we do not think they can be cut down by reference to similar words used in other parts of the Act with respect to particular subject-matters. Nor do we think it possible to construe the words under discussion by reference to meanings assigned to them or to similar words by the Legislature in other and different statutes. For example, it is provided by the Judicature Act, 1873, 36 & 37 Vict. c. 66, s. 100, what action means a civil proceeding and shall not include a criminal proceeding by the Crown. Again it has been held that the words, "legal proceedings" in the Vexatious Actions Act, 1896, 59 & 60 Vict. c. 51, do not include criminal proceedings: *Re Boaler*, 1914, 1 K.B. 122; 1915, 1 K.B. 21; 58 SOL. JOUR. 634. The meaning of the words as used in the Act under discussion must be derived from a consideration of the words themselves, from a consideration of the place they occupy in the statute and from a consideration of the statute as a whole. It would be a strange result if in a civil case foreign law was for the judge and in a criminal case for the jury. It is not difficult to postulate circumstances where the same question of foreign law would arise in a matter which was first decided in a civil court, and subsequently come on in a criminal court; in which event if the construction contended for by the prosecution is correct, in the first of the two cases the foreign law would be for the judge and in the second of the two cases the foreign law would be for the jury. A construction leading to such a result cannot, we think, be placed upon the section in question. We are, therefore, of opinion that it was for the learned judge to decide what the foreign law with reference to the alleged marriage at Lipscani was, and he has not done so, but it has been decided by the jury, who have no right to do so. We, at first, thought that we ought to hold

that there had been no trial, and that *venire de novo* ought to be ordered, on the authority of *Rex* v. *Crane*, 65 SOL. JOUR. 642; 1921, 2 A.C. 299. We think, however, that that case is distinguishable on the ground that the prisoner there was never in peril at the fisrt so-called hearing. In the present case the indictment was valid, the prisoner was given in charge to the jury upon it, and was in peril of being convicted thereon, but there was an illegality in the proceedings, viz., that the question of foreign law was not decided by the judge, but was decided by the jury. In these circumstances we feel that we have no alternative but to quash the conviction. Appeal allowed.—COUNSEL: *S. Duncan; F. J. Newman.* SOLICITORS: *Pilgrim and Phillips; The Director of Public Prosecutions.*

[Reported by T. W. MORGAN, Barrister at-Law.]

New Orders, &c.

Bankruptcy, England.

FEES.

THE BANKRUPTCY FEES (AMENDMENT) ORDER, 1923.
DATED 23RD OCTOBER, 1923.

I, George Viscount Cave, Lord High Chancellor of Great Britain, by virtue of section 133 of the Bankruptcy Act, 1914 (4 & 5 Geo. 5, c. 59), and all other powers enabling me in this behalf, do hereby, with the sanction of the Lords Commissioners of His Majesty's Treasury, order as follows:—

1. The Schedule to the Bankruptcy Fees Order, 1923 [S.R. and O., 1923, No. 892], shall be amended as follows:—

(i) The following note shall be inserted after Fee No. 12:—

"*This fee is not payable on setting down a motion for hearing before a Judge.*"

(ii) The following note shall be inserted after Fee No. 15:—

"*This fee does not relate to the hearing of an application to which Fees No.* 9, 10, 13 *or* 14 *relate.*"

(iii) The note to Fee No. 16 shall be annulled, and the following note shall be substituted therefor:—

"*These fees are not payable—*

(*a*) *On an Order of a Judge of the High Court dealing with Judgment Summonses under section* 107 *of the Act;*

(*b*) *On an Order made on the application of an Official Receiver when applying only in his capacity of Official Receiver and not as Trustee;*

(*c*) *On an Order made on an application to which Fees No.* 9, 10, 13 *or* 14 *relate; or*

(*d*) *On an Order to which Fees No.* 5, 6, 7 *or* 8 *relate.*"

2. This Order may be cited as the Bankruptcy Fees (Amendment) Order, 1923, and shall be deemed to have had effect from 1st September, 1923; and the Bankruptcy Fees Order, 1920 [S.R. & O., 1920, No. 625], and the Bankruptcy Fees Order, 1923, shall have effect as amended by this Order.

Dated the 23rd day of October, 1923.

Cave, C.

H. Douglas King
George Hennessy } Lords Commissioners of His Majesty's Treasury.

Societies.

Solicitors' Benevolent Association.

The Monthly Meeting of the Directors was held at The Law Society's Hall, Chancery Lane, London, on the 8th inst., Mr. Maurice A. Tweedie in the chair. The other Directors present were Sir Roger Gregory and Messrs. G. F. S. Brown (Worcester), W. E. Gillett, E. F. Knapp-Fisher, C. G. May, R. W. Poole, and A. B. Urmston (Maidstone). Mr. R. W. Poole was elected chairman for the ensuing year and Mr. E. F. Knapp-Fisher as vice-chairman; £375 was distributed in grants of relief; forty new members were admitted, and other general business transacted.

Mr. William W. Szlumper, Llandogo Priory, near Chepstow, writing to *The Times* (10th inst.) says:—Quite lately I heard a motorist in reply to a protest against his erratic driving, say: "It does not matter. I am fully insured." In my opinion this expresses one of the greatest reasons why serious accidents multiply themselves with alarming rapidity, and I would suggest that it be made compulsory in every insurance policy against third party risks that a clause be inserted providing that where negligence is proved in any court of competent jurisdiction the guarantee in so far as third party damages is covered shall be void and irrecoverable.

Mr. Justice Darling's Retirement.

Mr. Justice Darling, whose retirement from the Judicial Bench has been announced, sat for the last time on Tuesday to conclude a part-heard special jury action. At the conclusion of the trial Mr. Harold Morris, K.C., who was in the case, asked the jury to keep their seats, because he felt sure that they all must have read in the newspapers that the judge who had presided at that trial was about to resign his position. The members of the jury and he (Mr. Morris) had been privileged to take part in the last trial which Mr. Justice Darling would hold in those courts. It was now rather more than twenty-six years since his lordship was appointed to the Bench, and during that time he had seen many cases tried in London and in the Circuit Courts. He (counsel) was mindful that during the pressure of the war, when it became necessary to ask His Majesty's judges to take up duties other than judicial, and when the Lord Chief Justice went to America, Mr. Justice Darling took in charge his office, which he held at a time of stress and strain. Under his lordships' surveillance the work of administration in the King's Bench Division went smoothly. In 1917, to the gratification of all the members of the Bar, his lordship was made a member of the Privy Council. Mr. Morris said that he and his colleagues had ever received at his lordship's hands kindness, courtesy, and consideration, and now that the time came to say farewell might he say on behalf of them and all present that day that his lordship would leave that court having won their esteem, their respect, their admiration, and their affection?

Mr. Merlin, on behalf of the junior Bar, associated himself with all that Mr. Morris had said.

Mr. Justice Darling, speaking, says *The Times*, with some emotion, said: I can only thank you in a very few words for the very kind expressions which you have used about me. It is now more than twenty-six years since I took the judicial oath—an oath which obliges a judge to do many things which must be disagreeable to other people, and he has often to do things which are really not agreeable to himself. The judicial oath binds a judge to administer justice according to law, without fear, favour or affection, and it cannot but happen that in the administration of justice he must inevitably dissatisfy many, many people. When I was appointed, one of the Justices, Lord Justice A. L. Smith, who afterwards became Master of the Rolls, met me in one of the corridors and said to me as I came to take my seat: "Now that you are a Judge do your best, and don't care a bit for the Court of Appeal." All I can say is that I have done my best, and if I have not taken his advice about the Court of Appeal—indeed I have a very high regard for that Court—it was not very often that it differed from me.

I should like to say that in doing justice on the terms I undertook to do it, I have tried to remember some of the qualifications which you may find in Portia's speech to the Doge of Venice, and I think that that is in accordance with the principle and practice of English justice. Let me say that one of the greatest safeguards—and it is a safeguard for the administration of justice in no too technical sense—is the safeguard under which English people live, namely, that the facts of cases are ascertained by juries whenever the litigants desire to have a jury—ascertained by juries, and not by judges. They have much greater freedom; they are able to give decisions which are none the worse because they have not to give their reasons for arriving at them. If I have merited half what you (Mr. Morris) say about me, it is that I have not had to sit alone, merely with the old law books to guide me, but that I have had what I have always felt to be the assistance of the jury in the courts in which it has been my fortune to preside.

Now, may I say a word about the Bar. No one unless he has been a judge can have any idea of what assistance the Bar is in the administration of justice. The judge sits down knowing nothing of the case which comes before him. If the Bar did not happen to have been industrious in reading their briefs, and mastering them, and looking up cases which bear upon them, no judge could possibly expect to do justice which would satisfy those who came before him. Lord Coke said, centuries ago: "I know the Common Law of England, but I cannot pretend that I know the Statute Law of England." Just imagine how many statutes have been passed since his time—statutes still in force and taking their place by the side of old statutes which were passed centuries before. Having said that to the Bar, let me say that I do not feel that I am dead. You mentioned that some years ago I was sworn a member of the Privy Council, and I hope, Mr. Morris, Mr. Merlin, and others in court, that perhaps on the Judicial Committee of the Privy Council I may see you again.

Now I leave this court for the last time, and I cannot pretend that one does not leave "the warm precincts of the cheerful day" without casting "one longing, ling'ring look behind." And now I wish you all good-bye.

Here his lordship's voice broke, and he hurriedly left the court.

The Lord Chief Justice's Court was filled on Wednesday morning by members of the Bar and others who wished to hear the references which were to be made to Mr. Justice Darling's retirement from the judicial bench. The Lord Chief Justice, who presided, was surrounded by the Judges of the Chancery and King's Bench Division, with the exception of Mr. Justice Darling himself.

The Lord Chief Justice, addressing Sir Douglas Hogg, said:—Mr. Attorney, before proceeding with the list for the day I ought to refer, very briefly and simply, to the loss we have all suffered by the retirement of Mr. Justice Darling. For more than 25 years it has been his happy fortune to demonstrate here, day by day, to all concerned, that in order to be wise it is not necessary to be dull, and that in order to interpret the law it is not necessary to turn your back upon literature. *Ridentem dicere verum quid vetat?* It is, I think, some forty-six years since he published, in his third year after being called to the Bar, *Scintillæ Juris*, and the ingenious author of that little volume, described at the time as "A Rochefoucauld of the Law Courts," has always been, and will always be, a lover of the Muses.

This is not the moment to praise or to appraise his judicial labours. But it is not forgotten also that he served, for example, on the Royal Commission on alleged delays in this Division; that he presided—always after the rising of the court—over the Committee appointed after the war to advise on reforms in the procedure of courts-martial; that he played no small part in solving the early difficulties of the Court of Criminal Appeal; and that during the repeated absences of Lord Reading on Government business he acted as Lord Chief Justice. A wise, experienced, and humane judge, with a consummate knowledge of human nature and the world, he is not easily replaced. Those who practised before him, as some of us for a long time did, are never likely to forget his invariable courtesy, patience, and kindness.

My brothers, and doubtless you, Mr. Attorney, on behalf of the Bar, join me in expressing the hope that, as he is still young in everything but years, he may long enjoy the leisure which he has so well earned, and that he may find elsewhere a congenial arena for those great qualities and brilliant gifts which, to our regret and loss, are removed from these courts.

The Attorney-General said:—I remember, not many years ago, hearing your lordship, then occupying the place which I now hold, say that the exchange of ceremonial compliments between the Bench and the Bar was a practice which was increasing, had increased, and ought to be diminished; but, my lord, I feel sure that the most convinced supporter of that theory would recognize that the occasion on which we are met this morning is unique. The retirement of one of His Majesty's judges after many years' service to the State is a recurring incident in our legal life which we accept as inevitable, although with regret. But the retirement of Mr. Justice Darling is much more than that. Before your lordship was called to the Bar, before I was called to the Bar, Mr. Justice Darling had finished his career as an advocate and had already established his reputation as a judge. I think that it is not too much to say that no judge in our generation has so impressed his character and personality upon the imagination of the public at large. We had come to look upon him almost as part of the permanent equipment of the judicial bench. Mr. Justice Darling brought to his judicial duties those high qualities which we have learned to expect from all His Majesty's judges; but he added to them a breadth of culture, a wide knowledge of the classics of our own and many other countries, a polished literary style, and a brilliancy of wit which are rarely found in any walk of life. In his retirement he takes with him the esteem and affection of the Bar, who have learned to know him so well, and their very best wishes for many years to enjoy his leisure. He leaves behind him the conviction that there is no one who has better earned a rest, and that there is no one who is better equipped to enjoy it to the best advantage.

The Lord Mayor's Banquet and the Law.

At the Guildhall Banquet on the 9th inst., at which the new Lord Mayor, Sir Louis Arthur Newton, was supported by a distinguished company, which included the Prime Minister, and the French, Spanish, Belgian and Japanese Ambassadors, Mr. Sheriff Sennett, says *The Times*, proposing "The Judges and the Bar of England," said: The City has always had a special connection with the Bench and Bar, not only because the sittings of the highest assize court in the country are held in the courts built and maintained by the Corporation in the City, but because, until recently, the High Court periodically sat at Guildhall to try civil cases. Our reminiscence of these sittings is kept alive by the series of oil paintings of red-robed judges, which were removed from the City Courts, and are now preserved in the Corporation's Art Gallery. I should like to lament the absence to-night of the Lord Chancellor. His illness has been a special source of anxiety and regret to the City, whose honoured guest he has often been, and we are rejoiced that his convalescence now permits him to resume his important duties.

Of the learned profession of the Bar I would say that no profession stands higher in our esteem. Hard work and great ability enable its members to win through to the highest positions in the State, and I have always thought it fortunate that in England our Bench are not civil servants, as on the Continent, but are recruited exclusively from the Bar.

The Lord Chief Justice, replying, said: I should like to say how much a matter of regret it is to us that the Lord Chancellor is not present, but I am glad to assure you, as many of you know, he is completely restored to health, and it is only on account of the advice of his doctors that he is not among us this evening. Since last this famous banquet was held the Judicial Bench has sustained a great—and indeed an irreparable—loss by the death of Lord Sterndale. This is not the time or the place to estimate the qualities of that great and good man, but I would make one or two observations. It has been said that there are men whom it does you good even to look at. Lord Sterndale was one of those. It has been said too, that there are men like towers. Lord Sterndale was one of those. I will not deal with many other matters at this late hour except to thank you for the way you have received this toast. I will, if I may, exercise the prerogative of mercy.

I can assure you that, as in the past so in the future, very distinguished and learned colleagues and I propose to administer the law of England without fear or favour, and, so far as our reduced numbers will permit, without delay. I do not need to assure you of the happy and harmonious working of the machinery of the law, especially, as I understand, since the fusion, not confusion, of law and equity brought about by the Judicature Act. May I venture to give one recent example of that harmony? A few days ago there was delivered to me a letter with a foreign postmark addressed to the "Superior Judge of Lands in England." The writer said that many years ago his great-great-great grandfather deposited a sum of £500 in a bank in England and said he was assured that in that bank there were now millions, and year by year from the time of the first deposit his ancestors had deposited £100 at least, and he requested the Superior Judge of Lands to recover for him the millions that now stood to his credit, and by way of an interim remittance send him at once £100,000. It appeared to me when I read that letter that it was eminently one for the Chancery Division. Not because that division is confined to contingent remainders, but for other reasons as to which I will not now enter.

I sent the letter to the senior Judge of the Chancery Division. Was he indignant, as he might have been? Did he raise a question of jurisdiction, as he might have done? Not at all; he sent the letter back to me with a note—"The enclosed must be meant for you. It is not quite convenient for me to make the desired remittance to-day. Will you kindly do it without prejudice to the question of how it shall ultimately be borne." That is an example, my Lord Mayor, of the smooth and harmonious working of the law. I am now perfectly satisfied, my Lord Mayor, that the postal authorities made a mistake in delivering that letter to me, and I propose now to pass it on to you.

Sir D. M. Hogg, M.P., the Attorney-General, said:—After the feast of oratory which we have all enjoyed, you will neither expect nor desire that the present course shall be anything but a short one. And I am the more able to gratify that desire because I find myself associated in responding to this toast with my friend and one time leader, the Lord Chief Justice of England, and a long experience as his junior has taught me that what he has left unsaid about any subject is generally not worth saying. I had hoped, indeed, that I should have heard from him an eloquent explanation of whether the entertainments tax was payable on the Lord Mayor's Show, and how much was due on the Lord Mayor's banquet; but that, I gather, is reserved for his judicial and not for his post-prandial oratory.

There is only one fact during the last year's history of the Bar which I think might be of interest to this assembly. In January last, I, in conjunction with the President of The Law Society, sent an invitation on behalf of the legal profession in this country to the American Bar Association, inviting them to hold their annual meeting next year in London, and it was only last month that I received from the American Bar Association an acceptance of that invitation.

It is, I believe, the first time in their history that the American Bar Association are going to meet outside the boundaries of their own country—a striking recognition of the fact that we and they have a common heritage, in the great traditions of the English Common Law. Since the receipt of that acceptance I have heard from the Canadian Bar Association that they are willing

to be associated with ourselves in the reception and entertainment of the Americans, so that the visit will take really an Imperial aspect.

It is our hope and belief that the visit next year will be a contribution by our profession to the better understanding of one another by the two great English-speaking democracies of the world, and we hope that as we learn to know each other better we shall discover that not only have we a common tradition of peace, law, and liberty, but that we two great democracies have also the same ideals of law and liberty and of peace animating both our peoples. I am confident that in that endeavour we shall have the encouragement and support of the business community, of which you, my Lord Mayor, are the head, during the coming year.

I would only desire, on behalf of the Bar, to thank you for the cordial way in which you have received this toast which, I believe, indicates a real feeling of friendship and trust in the Bar; and to you, my Lord Mayor, I would express, as so many of my predecessors have done to your predecessors, my sincere thanks for the generous hospitality which has made possible the expression of those sentiments this evening.

The Imperial Conference.

The following are extracts from the Official Summary of the Imperial Conference, which opened on 1st October, and continued till 8th November:—

The Treaty-Making Power.

The principles governing the relations of the various parts of the Empire in connexion with the negotiation, &c., of treaties seemed to the Conference to be of the greatest importance. Accordingly it was arranged that the subject should be fully examined by a Committee, of which the Secretary of State for Foreign Affairs was chairman. The Secretary of State for the Colonies, the Prime Ministers of Canada, the Commonwealth of Australia, New Zealand, the Union of South Africa and Newfoundland, the Minister of External Affairs of the Irish Free State, and the Secretary of State for India as head of the Indian Delegation, served on this Committee. With the assistance of the legal adviser to the Foreign Office, Sir C. J. B. Hurst, the following resolution was drawn up and agreed to:—

"The Conference recommends for the acceptance of the Governments of the Empire represented that the following procedure should be observed in the negotiation, signature and ratification of international agreements.

"The word 'treaty' is used in the sense of an agreement which, in accordance with the normal practice of diplomacy, would take the form of a treaty between heads of States signed by plenipotentiaries provided with full powers issued by the heads of the States and authorising the holders to conclude a treaty.

I.

"1. Negotiation.—(*a*) It is desirable that no treaty should be negotiated by any of the Governments of the Empire without due consideration of its possible effect on other parts of the Empire or, if circumstances so demand, on the Empire as a whole.

"(*b*) Before negotiations are opened with the intention of concluding a treaty, steps should be taken to ensure that any of the other Governments of the Empire likely to be interested are informed, so that, if any such Government considers that its interests would be affected, it may have an opportunity of expressing its views or, when its interests are intimately involved, of participating in the negotiations.

"(*c*) In all cases where more than one of the Governments of the Empire participates in the negotiations, there should be the fullest possible exchange of views between those Governments before and during the negotiations. In the case of treaties negotiated at International Conferences, where there is a British Empire Delegation, on which, in accordance with the now established practice, the Dominions and India are separately represented, such representation should also be utilized to attain this object.

"(*d*) Steps should be taken to ensure that those Governments of the Empire, whose representatives are not participating in the negotiations, should, during their progress, be kept informed in regard to any points arising in which they may be interested.

"2. Signature.—(*a*) Bilateral treaties imposing obligations on one part of the Empire only should be signed by a representative of the Government of that part. The full power issued to such representative should indicate the part of the Empire in respect of which the obligations are to be undertaken, and the preamble and text of the treaty should be so worded as to make its scope clear.

"(*b*) Where a bilateral treaty imposes obligations on more than one part of the Empire, the treaty should be signed by one or more plenipotentiaries on behalf of all the Governments concerned.

"(*c*) As regards treaties negotiated at International Conferences the existing practice of signature by plenipotentiaries on behalf of all the Governments of the Empire represented at the Conference should be continued, and the full powers should be in the form employed at Paris and Washington.

"3. Ratification.—The existing practice in connexion with the ratification of treaties should be maintained.

II.

"Apart from treaties made between heads of States, it is not unusual for agreements to be made between Governments. Such agreements, which are usually of a technical or administrative character, are made in the names of the signatory Governments and signed by representatives of those Governments, who do not act under full powers issued by the heads of the States; they are not ratified by the heads of the States, though in some cases some form of acceptance or confirmation by the Governments concerned is employed. As regards agreements of this nature the existing practice should be continued, but before entering on negotiations the Governments of the Empire should consider whether the interests of any other part of the Empire may be affected, and, if so, steps should be taken to ensure that the Government of such part is informed of the proposed negotiations, in order that it may have an opportunity of expressing its views."

The resolution was submitted to the full Conference and unanimously approved. It was thought, however, that it would be of assistance to add a short explanatory statement in connexion with part I (3), setting out the existing procedure in relation to the ratification of treaties. This procedure is as follows:—

(*a*) The ratification of treaties imposing obligations on one part of the Empire is effected at the instance of the Government of that part;

(*b*) The ratification of treaties imposing obligations on more than one part of the Empire is effected after consultation between the Governments of those parts of the Empire concerned. It is for each Government to decide whether Parliamentary approval or legislation is required before desire for or concurrence in ratification is intimated by that Government.

Status of British Indians.

The position of British Indians in other parts of the Empire was reviewed by the Conference in the light of the developments which have taken place since the resolution which formed part of the proceedings at the 1921 Conference. The subject was opened by a general statement from the Secretary of State for India as head of the Indian Delegation. He explained, that the intensity of feeling aroused in India by this question was due to the opinion widely held there (which, however, he did not himself share) that the disabilities of Indians were based on distinction of colour, and were badges of racial inferiority. This statement was followed by a full presentation of the case on behalf of India by Sir Tej Bahadur Sapru and his Highness the Maharajah of Alwar.

It was found possible to publish these speeches, and those made in the course of the discussions by the Prime Minister of Great Britain, the Secretary of State for the Colonies, the Dominion Prime Ministers and the Minister of External Affairs of the Irish Free State, shortly after the speeches had been delivered. In this respect the procedure differed from that at the Conference of 1921 when only the resolution adopted was made public. [The resolution is given below.]

It is unnecessary in the present Report to do more than refer to the main proposal made on behalf of the Indian Delegation and the views expressed and conclusions reached with regard to it. The Indian proposal was to the effect that the Dominion Governments concerned, and the British Government for the Colonies and Protectorates, should agree to the appointment of committees to confer with a committee appointed by the Indian Government as to the best and quickest means of giving effect to the resolution of the 1921 Conference.

In the case of the Union of South Africa, which was not a party to the 1921 resolution, Sir Tej Bahadur Sapru expressed the hope that the Union Government would agree to the Government of India sending an agent to South Africa who would protect Indian nationals there, who would serve as an intermediary between them and the Union Government, and who would place the Indian Government in full possession of the facts regarding Indian nationals in South Africa.

The Conference expressed its high appreciation of the able and moderate manner in which Lord Peel and his colleagues had presented the Indian case. The opinions expressed and the conclusions reached with regard to the above suggestions were, in brief, as follows:—

The Prime Minister of Canada observed that, so far as he knew, Indians now domiciled in Canada did not suffer any legal or political disability in eight out of the nine provinces of Canada; as regarded the ninth province—British Columbia—he was not aware of any legal disability, and even the political disability

that exists in the matter of the exercise of the franchise does not apply to all Indians, because the Federal law relating to the franchise lays it down that any Indian who served in His Majesty's Military, Naval, or Air Forces is entitled to the franchise. He explained the present difficulties in conceding the franchise to Indians generally in British Columbia, which are due not to distinction of colour, but to economic and complex political considerations, and he reiterated what he had already said to Mr. Sastri on the occasion of the latter's visit to Canada in 1922—namely, that the question whether natives of India resident in Canada should be granted a Dominion Parliamentary franchise, on terms and conditions identical with those which govern the exercise of that right by Canadian citizens generally, was necessarily one which Parliament alone could determine, and that the matter would be submitted to Parliament for consideration when the Franchise Law came up for revision.

Mr. Mackenzie King added that he was somewhat doubtful whether the visit of a Committee appointed by the Government of India would make it easier to deal with this problem in Canada, but that, should it be desired to send a Committee, the Canadian Government would readily appoint a Committee to confer with the Committee from India.

The Prime Minister of the Commonwealth of Australia explained the principles underlying the present attitude of Australia on this question. He stated that the representatives of every shade of political thought in Australia had shown sympathy with the claim that lawfully domiciled Indians should enjoy full citizen rights, and that he believed that public opinion was ready to welcome, so far as concerned the position of such Indians, any measure conceived in the interests of the Empire as a whole.

The Commonwealth had the right to control the admission to its territories of new citizens, and its immigration policy was founded on economic considerations. He felt that, in view of the position which existed in Australia, there was no necessity for a Committee, but assured the Indian representatives that he would consult his colleagues on his return to Australia as to what action should be taken in connexion with the resolution of the 1921 Conference.

The Prime Minister of New Zealand said that the New Zealand Government would welcome the visit of a Committee from India such as had been suggested, should this be desired; New Zealand practically gave the natives of India now resident in the Dominion the same privileges as were enjoyed by people of the Anglo-Saxon race who were settled there.

The Prime Minister of the Union of South Africa intimated that so far as South Africa was concerned it was not a question of colour, but that a different principle was involved. He stated that the attitude of thinking men in South Africa was not that the Indian was inferior because of his colour or on any other ground—he might be their superior—but the question had to be considered from the point of view of economic competition. In other words, the white community in South Africa felt that the whole question of the continuance of Western civilization in South Africa was involved. General Smuts could hold out no hope of any further extension of the political rights of Indians in South Africa and, so far as the Union was concerned, he could not accept Sir Tej Bahadur Sapru's proposal.

The Secretary of State for the Colonies (the Duke of Devonshire), on behalf of the British Government, cordially accepted the proposal of Sir Tej Bahadur Sapru that there should be full consultation and discussion between the Secretary of State for the Colonies and a Committee appointed by the Government of India upon all questions affecting British Indians domiciled in British Colonies, Protectorates, and Mandated Territories. At the same time the Duke of Devonshire was careful to explain that before decisions were taken as a result of discussions with the Committee consultations with the local Colonial Governments concerned, and in some cases local inquiry, would be necessary.

Further, while welcoming the proposal, the Duke reminded the Conference that the British Government had recently come to certain decisions as to Kenya, which represented in their considered view the very best that could be done in all the circumstances. While he saw no prospect of these decisions being modified, he would give careful attention to such representations as the Committee appointed by the Government of India might desire to make to him.

Sir Tej Bahadur Sapru, while taking note of the above statement of the Duke of Devonshire, desired to make plain that the recent Kenya decision could not be accepted as final by the people of India.

The Secretary of State for India, summarizing as head of the Indian Delegation the results attained, pointed out that the discussion had demonstrated that it was a mistake to suppose that Indians throughout the Empire were given an inferior status or that such disabilities as might be felt to exist were based on race or colour.

Nationality Questions.

Certain questions connected with the law of British nationality were brought before the Conference at the instance of the Commonwealth Government and were referred to a Committee under the chairmanship of the Secretary of State for Home Affairs. These questions were shortly as follows:—

(1) The grant of naturalization to persons resident in mandated territories.

Apart from certain special cases, there is under the existing law no power to grant an Imperial Certificate of Naturalization to a person who is not qualified by residence in His Majesty's Dominions. The Commonwealth Government proposed an amendment of the law so as to provide for the grant of certificates on the basis of residence in "B" or "C" mandated territories—*i.e.*, the territories administered under mandates in Africa and the Southern Pacific. To this proposal (which accorded with certain recent decisions of the Council of the League of Nations) the British Government added the suggestion that similar provision should be made, generally speaking, in the case of persons resident in British Protectorates.

The Committee decided to recommend that the power of granting certificates of Imperial naturalization be extended so as to cover persons resident in "B" and "C" Mandated Territories and also in Protectorates.

(2) The appointment of committees of inquiry in connexion with the revocation of certificates.

A self-governing Dominion which has adopted Part II of the British Nationality and Status of Aliens Act, 1914, as amended, has power in accordance with the provisions of s. 7 of that Act to revoke certificates of naturalization. Provision is made in the Act for investigation of the circumstances, in given instances, by a committee of inquiry, presided over by a person who holds or has held high judicial office. The Commonwealth statute adopting Part II of the Imperial Act laid down a definition of high judicial office, which it is now anticipated may cause difficulty in some cases, as persons of the prescribed standing may not be available. The Commonwealth Government accordingly contemplated the adoption of a somewhat wider definition.

The Committee came to the following conclusion:—

"Having heard the reasons for which the Commonwealth Government is disposed to provide that the presidency over such Committees of Inquiry may where convenient be taken by persons holding judicial office of lower standing than that prescribed at present by the Commonwealth Statute, the Committee see no objection to a question of machinery of this nature being settled according to local circumstances and needs, if after examination of the experience of the Committee of Inquiry, and of the practice which has grown up in the United Kingdom, the Commonwealth Government desires to make an alteration."

(3) The nationality of married women.

The Commonwealth Government proposed an amendment of the Imperial nationality law as to the nationality of British-born women married to aliens. Under the present law the national status of the wife follows that of her husband; a British woman becomes an alien on her marriage to an alien and there is no power to naturalize her during the continuance of the marriage. The Commonwealth Government have found that the wife's loss of British nationality tends to give rise to hardship in cases where the wife is separated from, or has been deserted by, her husband, and they accordingly suggested an alteration of the law to cover such cases.

This proposal raises wider questions of principle and policy in regard to the national status of married women, which have attracted considerable attention in recent years both within the British Empire and in certain foreign countries. A number of arguments for and against maintaining the existing rule that "The wife of a British subject shall be deemed to be a British subject and the wife of an alien shall be deemed to be an alien" will be found in the two draft reports prepared by members of a Select Committee of both Houses of the British Parliament who examined this question earlier in the year in connection with proposals which had been made for a fundamental alteration in the law.

The discussion of this question by the Committee of the Conference did not disclose any opinion in favour of altering the existing law as to the nationality of husband and wife; and the following resolution was passed:—

"The Committee are of opinion that the principle of the existing law that the nationality of a married woman depends on that of her husband should be maintained. They nevertheless recommend that power should be taken to re-admit a woman to British nationality in cases where the married state, though subsisting in law, has to all practical purposes come to an end."

The conclusions of the Committee were reported to the Conference and received approval. They are published in House of Commons paper, 115 of 1923.

Validity of Marriages.

Another matter suggested by the Commonwealth Government for consideration by the Conference concerned the law relating to the validity of marriages between British subjects and foreigners. The main difficulty appears to be that such a marriage, although validly contracted in British law, may, nevertheless, in certain circumstances, be invalid in the law of the foreign country concerned.

The Committee under the chairmanship of the Home Secretary to whom this question was referred, came to the conclusion that, having examined the action which is being taken by the Foreign Office and the Home Office to carry into effect the Marriage with Foreigners Act, 1906, they had no recommendation to make. The Committee's resolution to this effect was laid before the Conference and accepted.

The British Indian Resolution of 1921.

The following is the resolution as to British Indians of the Imperial Conference of 1921 :—

"The Conference, while re-affirming the Resolution of the Imperial War Conference of 1918, that each community of the British Commonwealth should enjoy complete control of the composition of its own population by means of restriction on immigration from any of the other communities, recognizes that there is an incongruity between the position of India as an equal member of the British Empire and the existence of disabilities upon British Indians lawfully domiciled in some other parts of the Empire. The Conference accordingly is of opinion that, in the interests of the solidarity of the British Commonwealth, it is desirable that the right of such Indians to citizenship should be recognized."

The minutes of the Conference add the following :—

The representatives of South Africa regret their inability to accept this resolution in view of the exceptional circumstances of the greater part of the Union.

The representatives of India, while expressing their appreciation of the acceptance of the resolution recorded above, feel bound to place on record their profound concern at the position of Indians in South Africa, and their hope that by negotiation between the Governments of India and South Africa, some way can be found, as soon as may be, to reach a more satisfactory position.

Double Taxation and Fiscal Evasion.

During its second session the Committee of Government experts, who at the request of the League of Nations have been studying the problems of double taxation and fiscal evasion, studied the question of "fiscal domicile," schedular taxes, and fiscal evasion.

As the words "domicile," "residence," and "habitation" have different legal meanings in different countries, the experts found that a single universal solution for the term "fiscal domicile" was impossible; they therefore prepared several definitions, some of which apply to income tax and others to rights of inheritance; they also recognised that "fiscal domicile" cannot be the same for a periodic tax which varies every year with variations in the income of the taxpayer.

With regard to schedular or impersonal taxes, the experts decided that the interest on productive claims (créances) other than mortgages and movable property, and the income from life annuities, should be fixed by the State in which the person enjoying the revenues concerned is domiciled. Although the Committee have not yet drawn up their final conclusions regarding interest on deposits, current accounts, and in particular on public funds, stocks, and bonds, they have shown their preference for a system similar to that established by the Rome Convention, which pronounced in favour of the State from which the shares were issued, *i.e.*, the State in which the revenue derived from the shares originated.

As to fiscal evasion, the experts unanimously recognised the necessity of adopting measures based on international agreements, framed with the object of making clear what is taxable (from the point of view of double-taxation) and of combating frauds to prevent the collection of taxes.

This examination of the various sources of wealth from the point of view of double-taxation and fiscal evasion is to be continued by the experts at their third session, which is to take place at Geneva in March, 1924.

Hotel Keepers and Lost Luggage.

At Westminster County Court, on the 5th inst., says *The Times*, Judge Hargreaves heard an action to recover £47, the value of a bag and its contents, brought by Miss Monica Ellison, a nurse, of St. John's-road, Abingdon, Berks, against the Gordon Hotels Company, Limited.

Mr. Hancocks said that the plaintiff and some friends had arranged to leave London on a trip to France and Italy. She and another lady occupied a room at the Grosvenor Hotel on 27th February, and next morning the defendants' porters received instructions to bring down the luggage from the bedroom and take it to the railway station. That was done, but just before the train started one of the bags was missing. It contained the lady's passport, jewellery, &c. It had not yet been found.

For the defence, negligence was denied, and three porters were called to show that the handbag described was not among the luggage which they were commissioned to take to the station.

Judge Hargreaves said he was satisfied there was no negligence on the part of the defendants or their servants. The defendants' liability was therefore limited to £30, as provided by the Innkeepers' Act, and as they had not satisfied him that the plaintiff had been guilty of any negligence, there would be judgment for her for that amount with costs.

International Customs Reforms.

The Times correspondent at Geneva, in a message of 4th November, says :—

At its last sitting on Friday, the League of Nations' Customs Conference adopted an international Convention providing for a simplification of Customs formalities.

The contracting States pledge themselves to pursue by all possible legislative and administrative measures the revision of their laws and regulations with a view to assuring that trade relations will not be hindered by Customs or similar formalities which may be excessive, useless, or arbitrary. They also pledge themselves to review their imports and exports, prohibitions and restrictions.

Each State is to publish its Customs regulations and tariffs, and to communicate them to the other contracting States, as well as to the League or to the Brussels International Bureau for publication. Each State pledges itself to assure a means of appeal to traders who complain of arbitrary or unjust decisions.

The convention, which does not deal with any questions of Customs and tariff policy, was signed by representatives of twenty-one countries, as follows: Great Britain, South Africa, Egypt, Spain, Finland, France, Germany, Austria, Belgium, Greece, Italy, Lithuania, French Morocco Protectorate, Portugal, Yugo-Slavia, Siam, Switzerland, French Tunisia Protectorate, Brazil, Chile, and Uruguay.

The monthly statement of staffs employed in Government offices, just published, shows that on 1st October there were 1,337 fewer persons employed than on 1st September. The total number of both sexes employed was 303,058. Decreases were recorded in all departments except that of the Board of Trade, where there was an increase of four. The principal decreases were 547 in the Pensions Ministry and 394 in the Post Office.

Criminal Appeals from India.

At the Judicial Committee of the Privy Council on Wednesday, says *The Times*, when two petitions were presented on behalf of Indian natives who had been convicted of murder and had been sentenced to death, for special leave to appeal, Lord Dunedin said that he had sat in a great many of such cases, but he did not remember any attempts so glaringly made as these to bring up for review a question of mere evidence. Of course, he could understand that a man who was going to be hanged clung at any straw and he could understand that counsel only obeyed instructions and did their duty in putting forward such petitions, but he thought that it ought to be clearly appreciated and recognized in India that there was not a chance of the Judicial Committee's turning itself into a mere Court of Criminal Appeal. They could not take up the two cases before them without making themselves such a court.

Mr. Dunne, K.C., said that the difficulty in which counsel and solicitors were placed was that while as in these two cases they knew the application for leave to appeal was hopeless, their clients in India insisted on such applications.

Lord Haldane said that it was very desirable that what Lord Dunedin had said should be well understood all over India. As for preventing people from appealing to the King-Emperor they must remember that they were dealing with the East, and that people had a constitutional right to present these petitions for leave to appeal. But it was an idle form when it was a mere question of evidence. The sooner that was understood the better.

Mr. Dunne said these people, as Lord Dunedin had said, caught at the last straw, and it was difficult to persuade them that there was no chance of the petitions being granted. He hoped their lordships' comments would be communicated to the various courts and circulated all over India.

Companies.

London Joint City and Midland Bank Limited.

NEW TITLE APPROVED.

At an Extraordinary General Meeting of the shareholders of the London Joint City and Midland Bank Limited, held at the Cannon Street Hotel, London, E.C.4, on Friday, 9th November, 1923, a resolution was passed changing the name of the Company to Midland Bank Limited. A confirmatory meeting will be held on 26th November next.

Alliance Assurance Company Limited.

The directors of the Alliance Assurance Company, Ltd., at their meeting on the 14th inst., declared an interim dividend at the rate of 6s. per share, less income tax, which will be payable on the 5th January, 1924.

Mr. Lionel N. de Rothschild, O.B.E., M.P., has joined the Board of the Company.

Law Students' Journal.

Law Students Debating Society.

At a meeting of the Society held at The Law Society's Hall on Tuesday, the 13th inst., (chairman, Mr. R. O'Sullivan), the subject for debate was "That the case of *In re Jubilee Cotton Mills, Ltd.*, 91 L.J. Ch. 777; 38 T.L.R. 891, C.A., was wrongly decided." Mr. H. E. Crane opened in the affirmative Mr. P. S. Pitt seconded in the affirmative. Mr. H. Shanly opened in the negative. Mr. D. Ward seconded in the negative. The following members also spoke: Messrs. W. M. Pleadwell and M. C. Batten. Mr. P. S. Pitt having replied, and the Chairman having summed up, the motion was lost by seven votes. There were seventeen members and visitors present.

Sheffield and District Law Students' Society.

A Joint Debate with the Sheffield Chartered Accountant Student Society was held on 6th November at the Law Library, Bank-street, Sheffield, the subject being that "A capital levy is a necessity for the rehabilitation of this country's finances."

Mr. F. E. Board, supported by Messrs. B. Biddle and E. D. Cameron, opened in the affirmative on behalf of the Chartered Accountant Students. Mr. H. Stone, supported by Messrs. J. Elliott and A. N. Schofield, opposed on behalf of the Law Students. On the debate being thrown open an interesting discussion ensued in which most of the persons present took part. Owing to the lateness of the hour, the Chairman, Mr. Downing, did not sum up, and the motion on being put to the vote was lost by eighteen votes to nine.

The next meeting will be held on Tuesday, 20th November 1923.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4%. Next London Stock Exchange Settlement, Thursday, 29th November.

	Middle Price. 13th Nov.	Interest Yield. £ s. d.
English Government Securities.		
Consols 2½%	56½	4 8 0
War Loan 5% 1929-47	100$\frac{1}{16}$	5 0 0
War Loan 4½% 1925-45	96¼	4 13 0
War Loan 4% (Tax free) 1929-42	100½	3 19 6
War Loan 3½% 1st March 1928	95¼	3 12 6
Funding 4% Loan 1960-90	87	4 12 0
Victory 4% Bonds (available at par for Estate Duty)	91	4 8 0
Conversion 3½% Loan 1961 or after ..	76¼	4 12 6
Local Loans 3% 1912 or after	65	4 12 0
India 5½% 15th January 1932	101¾	5 8 0
India 4½% 1950-55	86½	5 4 0
India 3½%	66¾	5 5 0
India 3%	57	5 5 0
Colonial Securities.		
British E. Africa 6% 1946-56	113½	5 6 0
Jamaica 4½% 1941-71	97	4 13 0
New South Wales 5% 1932-42	100	5 0 0
New South Wales 4½% 1935-45	92¾	4 17 0
Queensland 4½% 1920-25	98	4 12 0
S. Australia 3½% 1926-36	84	4 3 0
Victoria 5% 1932-42	100	5 0 0
New Zealand 4% 1929	94¾	4 4 6
Canada 3% 1938	81	3 14 6
Cape of Good Hope 3½% 1929-49	80½	4 7 0
Corporation Stocks.		
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	54½	4 12 0
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	64½	4 13 0
Birmingham 3% on or after 1947 at option of Corpn.	65½	4 12 0
Bristol 3½% 1925-65	77¾	4 10 0
Cardiff 3½% 1935	87	4 0 6
Glasgow 2½% 1925-40	73½	3 8 0
Liverpool 3½% on or after 1942 at option of Corpn.	77	4 11 6
Manchester 3% on or after 1941	66½	4 10 0
Newcastle 3½% irredeemable	76	4 12 0
Nottingham 3% irredeemable	67	4 10 0
Plymouth 3% 1920-60	69	4 7 0
Middlesex C.C. 3½% 1927-47	81	4 6 0
English Railway Prior Charges.		
Gt. Western Rly. 4% Debenture	85	4 14 0
Gt. Western Rly. 5% Rent Charge ..	103½	4 16 6
Gt. Western Rly. 5% Preference	100	5 0 0
L. North Eastern Rly. 4% Debenture ..	83	4 16 0
L. North Eastern Rly. 4% Guaranteed ..	81½	4 18 0
L. North Eastern Rly. 4% 1st Preference	79	5 1 0
L. Mid. & Scot. Rly. 4% Debenture ..	84	4 15 0
L. Mid. & Scot. Rly. 4% Guaranteed ..	81½	4 18 0
L. Mid. & Scot. Rly. 4% Preference ..	80	5 0 0
Southern Railway 4% Debenture ..	83	4 16 0
Southern Railway 5% Guaranteed ..	102	4 18 0
Southern Railway 5% Preference ..	98	5 2 0

Obituary.

Sir Albert Bosanquet.

Sir Albert Bosanquet, K.C., late Common Serjeant of the City of London, died in London on Friday, 9th inst., aged 86.

Frederick Albert Bosanquet came of an ancient French Huguenot family, whose adoption of British nationality was due to the revocation of the Edict of Nantes, which caused the flight of a direct ancestor from Lyons to Geneva and later to London in 1686. The great-grandfather of the late Common Serjeant was Governor of the Bank of England in 1774 ; and a great-uncle was the Right Hon. Sir John Bosanquet, an able Judge of the Court of Common Pleas. Sir Albert's father was Samuel Richard Bosanquet, of Dingestow Court, Monmouth, Chairman of Quarter Sessions, and well known in his day as the author of many works on social and religious subjects, and a leader-writer on *The Times ;* and among his kinsmen was Dr. Bernard Bosanquet, whose death this year was so great a loss to English philosophy.

Bosanquet was a colleger at Eton and a scholar of King's. In 1859 he was elected a Fellow under the founder's statutes by which King's was confined to Eton men. He and Oscar Browning, who died last month, were the senior survivors of that old *regime.* After his election as Fellow he obtained a first in the Classical Tripos and was a Senior Optime in the Mathematical Tripos in 1860. He was called to the Bar by the Inner Temple (of which Inn he was subsequently a Bencher and Treasurer) in 1863. Joining the Oxford Circuit, he acquired a substantial practice and was at one time junior counsel to the Admiralty and also a revising barrister. Within a few years of his call he wrote, in conjunction with the late Mr. Darby, a book on the Statutes of Limitation, which was at one time the leading work on the subject. He was appointed Recorder of Worcester in 1879, and was transferred to Wolverhampton in 1891. In 1882 he took silk, with R. T. Reid (afterwards Lord Loreburn) and Frank Lockwood. He twice acted as Commissioner of Assize, and he was a member of the Commission appointed under the chairmanship of Lord Herschell to inquire into the Metropolitan Board of Works scandals.

That Bosanquet was never appointed to the High Court Bench has been the subject of much severe comment, which his subsequent career on the Bench at the Old Bailey fully justified. However, in time promotion came to what must have been an unexpected office. In 1900 Sir Charles Hall, the Recorder of London, died, and on the succession of Sir Forrest Fulton to the Recordership, Bosanquet was appointed Common Serjeant in his place.

It would be difficult, says *The Times,* to speak too highly of Bosanquet's career as a Judge at the Old Bailey. For more than seventeen years, conscientiously, without attracting attention, he dispensed justice with an even hand, to the admiration of the Bar and to the entire satisfaction of the public. He brought to his duties a temperament eminently judicial ; there were no appeals to the gallery, and no irrelevant digressions ; counsel were patiently listened to ; juries were clearly directed ; and his sentences were carefully weighed, were never unduly harsh, or, so far as we know, ever subjected to hostile criticism. For the civil work in the Mayor's Court, where the Common Serjeant takes his turn as a Judge, it was also an advantage to have a lawyer of Bosanquet's attainments presiding over what is perhaps the most important among the County Courts. In 1907 he was knighted, and ten years later, having attained 80 years of age, he retired, to the great regret of the City Corporation, which pressed him to remain, and of the Old Bailey Bar. After his retirement he occasionally sat as an additional Judge at the Central Criminal Court.

Among other posts that he had held were those of Chairman of the East Sussex Quarter Sessions, Chairman of the Council of Law Reporting, and Vice-Chairman of the General Council of the Bar. He inherited from his father an interest in religious matters, and was for some years a member of the Canterbury House of Laymen.

Sir Albert Bosanquet married first, in 1871, Albinia Mary, eldest daughter of the late J. Curtis Hayward, who died in 1882, and secondly, in 1885, Philippa, youngest daughter of the late William Bence-Jones, of Lisselan, Co. Cork. He leaves surviving him three sons and three daughters. His third son, Captain W. S. B. Bosanquet, D.S.O., late Coldstream Guards, married a daughter of the late President Cleveland.

In a letter to *The Times* of the 9th inst. the Rev. R. Free, St. Clement's Vicarage, Fulham, S.W., says :—

It is interesting to recall that Sir Albert Bosanquet maintained the Huguenot tradition by his fervency in religion and religious instruction. For twelve years he taught in our Sunday school. His boys were devoted to him, and really felt they shared in the honour when a knighthood fell to his lot. The annual outing to Cobbe Place, Lewes, was a red-letter day for the members of his class.

Mr. Huntly Jenkins.

"H. D. R." writing to *The Times* in reference to Mr. Huntly Jenkins, whose death we noticed last week, says :—

By the untimely death of Huntly Jenkins, the Central Criminal Court Bar Mess loses a charming personality. He played the game—an absolutely fair prosecutor, a fearless and vigorous defender of prisoners. Success came to him in full measure and entirely failed to spoil him. No man was more completely devoid of humbug. He never played to the gallery. He never flattered the jury. Eloquence he admired, but, conscious that it was not numbered among his gifts, he avoided bathos and clap-trap. His speeches were direct, with a breezy earnestness that won verdicts.

His forensic ability consisted in being his artless and natural self. His shrewd common sense pierced the weak joints in an opponent's armour. He never beat about the bush. His cross-examination went straight to the point. Woe betide the prevaricating witness who tried to fence with the questions. Huntly Jenkins shook him like a rat, and went on worrying him until the jury began putting their heads together. Then came a pause, one more thrust at the miserable witness, and the jury would stop the case.

In professional conduct he was not one of those who just keep within the rules, but whose behaviour requires a deal of explanation. He was straight and loyal. To younger men he showed generosity in ways that will never be forgotten. "To be honest, to be kind—to earn a little and to spend a little less, to make upon the whole a family happier for his presence, to keep a few friends, but these without capitulation . . ." *Si haec scitis, beati eritis, si feceritis.* Huntly Jenkins both knew these things and did them.

Legal News.

Information Required.

Any Solicitor who may have prepared a **WILL** for **HENRY THOMAS CARNEGIE KNOX,** a Lieutenant (retired) of The Royal Navy, who died at Sea View, in the Isle of Wight, on the 18th October last, or who may know of any Will made by him is requested to communicate with the under-named Solicitors for the surviving brothers of the deceased, Messrs. Soames, Edwards and Jones, at Lennox-house, Norfolk-street, Strand, London, W.C.2.

General.

On taking his seat for the first time last Saturday as Chief Magistrate in the Mansion House Justice Room, Sir Louis Newton, the new Lord Mayor, alluded with great satisfaction to the orderly demeanour of the large crowds in the streets during the civic pageant. There was not a single charge relating to the Show for hearing.

A Reuter's message from Washington of 5th November says :—The Mixed Claims Commission has upheld the American claims against Germany for compensation in respect of loss of life, personal injuries, and property losses resulting from the torpedoing of the *Lusitania,* but Germany is not held liable for punitive or vindictive damages or "problematical mental anguish." Under the principles laid down by the Commission, a large part of the amount of $22,600,000 (£4,520,000) for *Lusitania* claims will be allowed, but claims aggregating $345,000,000 (£69,000,000) in respect of war risk insurance premiums paid by American shippers during the war will be dismissed.

From *The Times* of 6th November, 1823 :—He [Thurtell, the murderer of Weare] was in the army, and served in the Peninsular war. He was at the storming of St. Sebastian's, and when the British troops had effected their entrance into the town he met with a Polish officer in the French service, leaning against a wall in a state of exhaustion from wounds and fatigue. "I thought," said Thurtell (to give it in his own words), "by the look of him that he was a man of rank, and must have some *blunt* about him ; so I just stuck my sword into his ribs, and settled him, and I found 140 doubloons in the b——'s pocket ; a d——d good booty, wasn't it, Joe ?" (turning to Hunt). John Thurtell was known among his flash friends by the nickname of "Old Flare." He was always remarkably reserved and thoughtful in company. He would sit for hours and scarcely speak. When he did speak, his conversation was of the most hardened and disgusting kind, and his general conduct was such, that two of his *worthy* companions made a bet of a dozen of wine, that he would be hanged within three years.

Judge Ruegg, at the Birmingham County Court, on the 5th inst., strongly deprecated the "knock out" at public auctions. The representatives of two firms at the sale of a concern in liquidation were bidding for burners worth over £100. One representative asked the other not to bid, and said he would share the burners with him. They were knocked down at £7 10s., but afterwards the other man repudiated the bargain. In giving judgment for £45 and costs, against the £55 claimed, His Honour said the "knock out" at auctions ought to be made illegal, inasmuch as the vendor of the goods was defrauded by a conspiracy between buyers. He hoped that sooner or later the question would go to the House of Lords.

The Times correspondent, at New York, in a message of 9th inst., says:—An extraordinary act of philanthropy has just come to light in Pennsylvania through the disclosure that Mr. Milton S. Hershey, a chocolate manufacturer, has turned over his entire wealth of approximately £12,000,000, to an industrial school for orphan boys which he founded fourteen years ago. The actual transfer was made in 1918, but it was kept secret until yesterday at Mr. Hershey's desire. The school is on a farm where the manufacturer spent a boyhood of poverty. Near by is the town of Hershey, which has grown up around his chocolate works and its associated enterprises, of which there are fifteen. The organization owns 7,500 acres of land here and in the neighbouring counties of Pennsylvania, and it has 50,000 acres of land under sugar in Cuba, besides a railway and terminal line there. All these properties and the associated companies Mr. Hershey relinquished to the trustees for the school, retaining only a few thousand shares of preferred stock in the parent company to cover his personal needs. There are 100 boys at the school now, but it is to be enlarged to provide for 1,000. Every boy is required to learn a trade, but he is allowed plenty of time and a wide opportunity for making a choice.

Mr. Richard Loveland Loveland, K.C., J.P., D.L., for Middlesex, Deputy-Chairman of the Middlesex Sessions, 1889-1896, and Deputy-Chairman of the City of London Sessions, 1896-1911, the Editor of several legal works, of Bury House, Alverstoke, Hants, who died on 21st September, aged eighty-two, has left estate of the value of £80,336, of which £71,192 is net personalty. The testator left:—His Masonic Regalia, books and MSS, and his Thirty-third Degree Ring, to his son John, desiring that on his death they should be given to the Museum of the Supreme Council, 10, Duke-street, St. James's; £100 to the Royal Masonic Institution for Girls; £100 to the Public Dispensary, Drury-lane; and £100 to the Hospital at Jerusalem belonging to the Knights of St. John of Jerusalem.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Romer.
Monday Nov. 19	Mr. Bloxam	Mr. Synge	Mr. Synge	Mr. Ritchie
Tuesday 20	Hicks Beach	Ritchie	Ritchie	Synge
Wednesday ... 21	Jolly	Bloxam	Synge	Ritchie
Thursday 22	More	Hicks Beach	Ritchie	Synge
Friday 23	Synge	Jolly	Synge	Ritchie
Saturday 24	Ritchie	More	Ritchie	Synge

Date.	Mr. Justice Tomlin.	Mr. Justice Russell.	Mr. Justice Astbury.	Mr. Justice P. O. Lawrence.
Monday Nov. 19	Mr. Hicks Beach	Mr. Bloxam	Mr. More	Mr. Jolly
Tuesday 20	Bloxam	Hicks Beach	Jolly	More
Wednesday ... 21	Hicks Beach	Bloxam	More	Jolly
Thursday 22	Bloxam	Hicks Beach	Jolly	More
Friday 23	Hicks Beach	Bloxam	More	Jolly
Saturday 24	Bloxam	Hicks Beach	Jolly	More

Winding-up Notices.

JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

CREDITORS MUST SEND IN THEIR CLAIMS TO THE LIQUIDATOR AS NAMED ON OR BEFORE THE DATE MENTIONED.

London Gazette.—FRIDAY, November 9.

THE LONSDALE MINING CO. LTD. Dec. 20. Mr. Percy Holmes, 46, Lowther-st., Whitehaven.
ISLWYN MOTOR HAULAGE CO. LTD. Nov. 20. Samuel Ambler, 15, Fenwick-st., Liverpool.
THOS. HIGSON & SONS LTD. Dec. 8. William Hare, Central-bldgs., Richmond-terrace, Blackburn.
J. J. HUNT & CO. LTD. Nov. 30. Mr. Arthur T. Eaves, 15, Fountain-st., Manchester.
FOULSYKES MANUFACTURING CO. LTD. Dec. 18. William Hare, Central-bldgs., Richmond-terrace, Blackburn.
THE LONDON WHOLESALE PAPER CO. LTD. Dec. 8. Cecil T. Millns, Saracen House, Cock-lane, Snow-hill, E.C.
J. S. DAVEY & SONS LTD. Nov. 30. Charles F. Cape, 49, Frederick's-place, Old Jewry, E.C.
DORMAND STEWART LTD. Dec. 7. Charles P. Barrowcliff, 55/57, Albert-rd., Middlesbrough.
RELIABLE ENTERPRISES LTD. Dec. 10. Frank A. Hill, 110, Edmund-st., Birmingham.

London Gazette.—TUESDAY, November 13.

DORMANDS LTD. Dec. 7. C. P. Barrowcliff, 55-57, Albert-rd., Middlesbrough.
G. HOLMES LTD. Dec. 20. William Nicholson, 12, Wood-st., Cheapside.
THE ZEPHYR VENTILATING CO. LTD. Dec. 19. A. J. Gardner, 5, Unity-st., Bristol.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, November 9.

Ejector-Holders Ltd.
Aubit Tool Syndicate Ltd.
Cardiff Electric & Wireless Supply Co. Ltd.
Cornwall Press Ltd.
Martyn & Co. Ltd.
The Gibraltar Mills Ltd.
John Durden Ltd.
The Consborough Wood-working Co. Ltd.
Mine Host Magazine Ltd.
Representation for British Manufacturers Ltd.
John Davies Ltd.
Iliffe & Sons Ltd.
Stockport Standard Screw Co. Ltd.
Hongkong Tramway Co. Ltd.
Vernon Park Estates Ltd.
Njoro Flax Lands Ltd.
Miller Hearn & Co. Ltd.
Crossley Brothers (Burnley) Ltd.
Secretariat Ltd.
The Radyr Electric Co. Ltd.
Herbert Barstow & Co. Ltd.
Engraving Metals Ltd.
E. & A. Crozier & Co. Ltd.
Duxhurst Pottery Ltd.
The Warminster Co-operative Investment Co. Ltd.
Thompson Construction Co. Ltd.
Glenhams Ltd.
Aston Motor & Engineering Co. Ltd.
Lead Mines of Wales Ltd.
Walter Rowbotham & Co. Ltd.
The Bath Brewery Ltd.
The Poplar Refrigerating Co. Ltd.
The British Crepe Paper Manufacturers Ltd.

London Gazette.—TUESDAY, November 13.

Servu Ltd.
Crawford Brown & Co. Ltd.
Synergy (Great Britain) Co. Ltd.
E. F. Lundy & Co. Ltd.
St. Giles' Estates Ltd.
Sadlers Mustard Ltd.
C. & S. Baggott Ltd.
Stanley Weymouth & Co. Ltd.
Lymm Cotton Manufacturing Co. Ltd.
The Colonial Provision Co. (New Tredegar) Ltd.
The Zephyr Ventilating Co. Ltd.
James Tait Junior and Partners Ltd.
Durbar Trust Ltd.
Rare Metals Ltd.
Trocadero Cinema (Leeds) Ltd.
Brown & Johnston Ltd.
Metropolitan Metal Construction Co. Ltd.
Lang Propeller Ltd.
Isleworth Brewery Ltd.
James Milton & Co. Ltd.
Murai Brothers Co. Ltd.
The Lancaster Catering and Restaurant Co. Ltd.
Beaumont & Co. (Enfield) Ltd.
Gallite & Rubber Manufacturing Co. Ltd.
Victoria Garage & Hire Co. (London) Ltd.

Bankruptcy Notices.

RECEIVING ORDERS.

London Gazette.—FRIDAY, November 9.

ARMSTRONG, PERCY, Botnel, near Aspatria, Innkeeper. Cockermouth. Pet. Nov. 2. Ord. Nov. 2.

BAIRD, JOHN, St. Paul's-churchyard, Mantle Manufacturer. High Court. Pet. Nov. 6. Ord. Nov. 6.

BEATTY, C. W., Victoria-st. High Court. Pet. May 23. Ord. Nov. 5.

BROWN, EDWARD, Fenny Drayton, Leicester, Farmer. Birmingham. Pet. Nov. 5. Ord. Nov. 5.

BRYAN, RALPH, Pencombe, Hereford, Farmer. Worcester. Pet. Nov. 7. Ord. Nov. 7.

BUCKINGHAM, LEONARD, Toddington, Farmer. Luton. Pet. Oct. 16. Ord. Nov. 5.

CAMPION, GEORGE W., Great Grimsby, Clothier. Great Grimsby. Pet. Nov. 6. Ord. Nov. 6.

CAPELL, FREDERICK C., Manchester, Commercial Traveller. Salford. Pet. Oct. 5. Ord. Nov. 7.

CHACE, GEORGE P., Red Lion Court, Fleet-st., Commercial and Colour Printer. High Court. Pet. Nov. 7. Ord. Nov. 7.

CHARLES, FRANK, Sheffield. High Court. Pet. Oct. 23. Ord. Nov. 5.

COHEN, M., Brunswick-st., Hackney-rd., Cabinet Maker. High Court. Pet. Nov. 3. Ord. Nov. 5.

COURTNEY, REGINALD W., Nine Mile Ride, near Wokingham, Boot Dealer. Reading. Pet. Oct. 16. Ord. Nov. 3.

CRAIG, ANNIE E., North Shields, Furniture Dealer. Newcastle-upon-Tyne. Pet. Nov. 3. Ord. Nov. 3.

CROSSLEY, ALBERT W., Bury, Lancs, Engineer's Pattern Maker. Bolton. Pet. Nov. 7. Ord. Nov. 7.

DAWSON, HAROLD, St. John's Wood, Traveller. High Court. Pet. Oct. 8. Ord. Nov. 6.

EASTMAN, HARRY C., Piccadilly, Railway Engineer. High Court. Pet. April 13. Ord. Nov. 6.

EDELMAN, JACK, Forest Gate, E., Skirt Manufacturer. High Court. Pet. Sept. 27. Ord. Nov. 6.

ELMES, JOHN H., Ysceiflog, Farmer. Chester. Pet. Nov. 5. Ord. Nov. 5.

FORBES, ALEXANDER W., Great St. Andrews-st. High Court. Pet. Oct. 6. Ord. Nov. 6.

GILLESPIE, MARK, Bradford, Tailor. Bradford. Pet. Nov. 6. Ord. Nov. 6.

GOODWIN, CHARLES E., Wakefield, Fish Frier. Wakefield. Pet. Nov. 7. Ord. Nov. 7.

GREENFIELD, CHARLES H., Dunston Fen, Farmer. Lincoln. Pet. Nov. 5. Ord. Nov. 5.

GRIFFITHS, JOSEPH M., Liverpool, Entertainment Proprietor. Liverpool. Pet. Nov. 6. Ord. Nov. 6.

HALL, ROBERT, Columbia-rd., Hackney-rd., Fried Fish Merchant. High Court. Pet. July 4. Ord. Nov. 7.

HARRISON, JOHN, Burnley, Welder's Labourer. Burnley. Pet. Nov. 3. Ord. Nov. 3.

HEWITSON, JAMES, Seven Kings, Manufacturer's Agent. High Court. Pet. Nov. 5. Ord. Nov. 5.

HODGKINSON, GEORGE, Royton, Lancs. Oldham. Pet. Oct. 17. Ord. Nov. 6.

JACKSON, ALFRED, Askam-in-Furness, Paint Merchant. Barrow-in-Furness. Pet. Nov. 7. Ord. Nov. 7.

JEE, HERBERT H. R., Balcombe, Sussex. Brighton. Pet. Nov. 7. Ord. Nov. 7.

JONES, HAROLD, Wolverhampton, Cabinet Maker. Wolverhampton. Pet. Nov. 7. Ord. Nov. 7.

JURY & Co., Caledonia-st., King's Cross, Upholsterers. High Court. Pet. Sept. 15. Ord. Nov. 7.

KRIEGER, LOUIS, Tottenham, Tailor. High Court. Pet. Nov. 7. Ord. Nov. 7.

LAYCOCK, WILLIAM F., Haydock, Lancs., Chemist. Liverpool. Pet. Nov. 5. Ord. Nov. 5.

LUMLEY, JOHN R., Stoke Newington, Fruiterer. High Court. Pet. Nov. 5. Ord. Nov. 5.

MARSHALL, ARTHUR, Nottingham, Card Box Manufacturer. Nottingham. Pet. Oct. 18. Ord. Nov. 7.

MCKILL, ALFRED R., Thorner, York, Provision Merchant. Leeds. Pet. Nov. 5. Ord. Nov. 5.

MORCOM, LOUIS J., and MORCOM, ANNA M. E., Scorrier, Cornwall, Farmers. Truro. Pet. Nov. 5. Ord. Nov. 5.

NEWTON, WILLIAM A. E., Shoerness, Marine Store Dealer. Rochester. Pet. Oct. 11. Ord. Nov. 5.

NOBLE, THOMAS P., Chester-le-Street, Motor 'Bus Proprietor. Durham. Pet. Nov. 6. Ord. Nov. 6.

PADERS, FREDERICK, Newport, Cabinet Maker. Newport. Pet. Nov. 5. Ord. Nov. 5.

PARDO, DOMINGO, South Shields, Ships' Store Dealer. Newcastle-upon-Tyne. Pet. Nov. 3. Ord. Nov. 3.

PRAT, THEODORE H., Kingston-upon-Hull, Oxy-Acetylene Welder. Kingston-upon-Hull. Pet. Nov. 7. Ord. Nov. 7.

REES, JESSE M., Ystalyfera, Chemist. Neath. Pet. Oct. 31, Ord. Nov. 7.

RICHARDSON, ROBERT, Pontefract, Fish Dealer. Wakefield. Pet. Nov. 5. Ord. Nov. 5.

ROAN, JOHN W., Toft Monks, Norfolk, Butcher. Great Yarmouth. Pet. Nov. 5. Ord. Nov. 5.

ROWLEY, JOHN, Tamworth, Market Gardener. Birmingham. Pet. Nov. 5. Ord. Nov. 5.

SMITH, JOHN G. H., and SMITH, ARTHUR M., Tattingstone, Suffolk, Farmers. Ipswich. Pet. Nov. 6. Ord. Nov. 6.

SMITH, ARTHUR R., and BELL, JOHN G., Lancaster, Advertising Agents. Preston. Pet. Oct. 19. Ord. Nov. 6.

SOUTANIAN, PAUL V., Caistor, Motor Engineer. Lincoln. Pet. Nov. 5. Ord. Nov. 5.

SOUTHERTON, ARTHUR R., Worcester, Garage Proprietor. Worcester. Pet. Oct. 2. Ord. Nov. 5.

STOBBS, ARTHUR, Alresford, Steeplechase Jockey and Trainer. Bath. Pet. Sept. 21. Ord. Nov. 6.

SUMMERHILL, THOMAS H., Rhyl, Medical Practitioner. Bangor. Pet. Sept. 7. Ord. Nov. 5.

THOMAS, C. F. E., Gilfach Goch, Cinema Proprietoress. Pontypridd. Pet. Oct. 11. Ord. Nov. 7.

THOMAS, D. E., and THOMAS (Mrs.), Gilfach Goch, Theatre Proprietors. Pontypridd. Pet. Oct. 13. Ord. Nov. 7.

WEBSTER, HERBERT E., Manchester, Mill Furnisher. Manchester. Pet. Oct. 15. Ord. Nov. 6.

WINTER, GLADYS, Leeds, Ladies and Children's Outfitter. Leeds. Pet. Nov. 3. Ord. Nov. 3.

WRIGGLESWORTH, EDMUND H., Kingston-upon-Hull. Kingston-upon-Hull. Pet. Oct. 24. Ord. Nov. 6.

YARDY, JAMES A., Balby, near Doncaster, Grocer. Stockton-on-Tees. Pet. Nov. 5. Ord. Nov. 5.

YOUNG, JAMES, Slough, Licensed Victualler. Windsor. Pet. Oct. 20. Ord. Nov. 7.
Amended Notice substituted for that published in the *London Gazette* of Oct. 23, 1923:—

COOKE, SAMUEL, Horringer, Builder. Bury St. Edmunds. Pet. Oct. 9. Ord. Oct. 20.
Amended Notice substituted for that published in the *London Gazette* of Nov. 6, 1923:—

HELLYAR, CONSTANCE B., Broadstairs, Milliner. Canterbury. Pet. Oct. 10. Ord. Nov. 3.

London Gazette.—TUESDAY, November 13.

ALLISON, CHARLES F., West Hartlepool, Draper and Wood Turner. Sunderland. Pet. Nov. 8. Ord. Nov. 8.

BADDILEY, JOHN H., Birtley, Durham, Painter. Newcastle-upon-Tyne. Pet. Nov. 8. Ord. Nov. 8.

BEAVAN, EDITH, Hereford. Hereford. Pet. Nov. 8. Ord. Nov. 8.

BELL, JAMES A., Wallsend, Builder. Newcastle-upon-Tyne. Pet. Nov. 8. Ord. Nov. 8.

BOSWORTH, WALTER, Ruskington, Lincs., Fish Dealer. Boston. Pet. Nov. 8. Ord. Nov. 8.

BRADLEY, ALBERT, Blackburn. High Court. Pet. Oct. 9. Ord. Nov. 9.

BROWNLOW, GEORGE, Hingham, Norfolk, Farmer. Norwich. Pet. Nov. 10. Ord. Nov. 10.

BRYAN, WILLIAM H., Salford, Manure Dealer and Carrier. Salford. Pet. Nov. 10. Ord. Nov. 10.

BURGESS, WILLIAM, Leeds, Auctioneer. Leeds. Pet. Nov. 8. Ord. Nov. 8.

CANNOT, E. H., Essex-court, Temple, Barrister-at-Law. High Court. Pet. Oct. 10. Ord. Nov. 6.

COCK, WILLIAM J., Cheltenham, Farmer. Cheltenham. Pet. Oct. 25. Ord. Nov. 7.

COHEN, HARRIS, Didsbury, Manchester, Cotton Goods Merchant. Manchester. Pet. Nov. 10. Ord. Nov. 10.

DALZELL, WILLIAM H., Crosscanonby, Cumberland, Farmer. Cockermouth. Pet. Oct. 11. Ord. Nov. 5.

FITZJOHN, GEORGE, Market Harborough, Corset Manufacturer's Manager. Leicester. Pet. Nov. 9. Ord. Nov. 9.

FORD, ERNEST H., Film Producer. High Court. Pet. Oct. 10 Ord. Nov. 6.

GAUNT, JOHN, Boylestone, Derby, Shoeing and General Smith. Burton-on-Trent. Pet. Nov. 9. Ord. Nov. 9.

HENNESSY, DR. JOSEPH P., Gray's Inn-rd. High Court. Pet. Oct. 3. Ord. Nov. 7.

HOGGARTH, FREDERICK E., Broughton, near Preston, Farmer. Preston. Pet. Nov. 8. Ord. Nov. 8.

JACKSON, FRANK, Swinton, Haulage Contractor. Sheffield Pet. Nov. 9. Ord. Nov. 9.

KENDALL, ARTHUR, Bradford, Licensed Victualler. Leeds. Pet. Nov. 9. Ord. Nov. 9.

KING, THOMAS, Maidstone, Engineer. Maidstone. Pet. Sept. 24. Ord. Nov. 9.

KNOWLES, ERNEST, Treherbert, Wholesale and Retail Fruiterer. Pontypridd. Pet. Nov. 9. Ord. Nov. 9.

LEE, THOMAS E., Meopham, Kent, Farmer. Rochester. Pet. Nov. 10. Ord. Nov. 10.

LEWIS, JOHN, Blaina, Mon., Miner. Tredegar. Pet. Nov. 9. Ord. Nov. 9.

LYONS, GERVAIS, Szeged, Hungary. High Court. Pet. April 23. Ord. Nov. 7.

METCALFE, JOSEPH W. A., Lemington, Motor Driver. Newcastle-upon-Tyne. Pet. Nov. 8. Ord. Nov. 8.

MOSES, MAX, Whitechapel, Woollen Merchant. High Court Pet. Oct. 10. Ord. Nov. 7.

NEWBLATT, SIDNEY N., Cotton-st., Barbican, Furrier. High Court. Pet. Nov. 7. Ord. Nov. 7.

NYSTROM, ERIK, Barnes, Engineer. Wandsworth. Pet. Aug. 8. Ord. Nov. 8.

PEDDER, T. H. J., Brighton, Fancy Draper. Brighton. Pet. Oct. 27. Ord. Nov. 9.

READ, MARTIN S., Beccles, Coal Merchant. Great Yarmouth. Pet. Nov. 9. Ord. Nov. 9.

RICHARDSON, ALFRED J., Seaford, Baker. Brighton. Pet. Nov. 8. Ord. Nov. 8.

ROEBUCK, CHARLES C., Queens-gate, Hyde Park, Civil Engineer. High Court. Pet. Aug. 15. Ord. Nov. 10.

SEARLE, JOHN W., Werrington, Northampton, Grocer. Peterborough. Pet. Nov. 8. Ord. Nov. 8.

SECKER, LOUIS H., Cleckheaton, Motor Engineer. Bradford. Pet. Nov. 8. Ord. Nov. 8.

SHORT, JOSEPH A., Wigan, Tailor. Wigan. Pet. Nov. 10. Ord. Nov. 10.

STIMSON, ARTHUR, Southill, Beds, Grocer. Bedford. Pet. Nov. 8. Ord. Nov. 8.

STONE, ADA E. F., Erdington, Warwick, Confectioner. Birmingham. Pet. Nov. 8. Ord. Nov. 8.

STRONG, CHARLES (the elder), Birmingham, Haulier. Birmingham. Pet. Nov. 10. Ord. Nov. 10.

STOTT, WILLIAM H., and STOTT, WILLIAM A., Elland. Halifax. Pet. Oct. 23. Ord. Nov. 8.

TORR, WALTER, Kingston-upon-Hull, Painter. Kingston-upon-Hull. Pet. Nov. 9. Ord. Nov. 9.

UNWIN, JOSEPH, Chesterfield, Motor Proprietor. Chesterfield. Pet. Oct. 26. Ord. Nov. 8.

WEBBER, HENRY, Ebbw Vale, Mon., Innkeeper. Tredegar. Pet. Nov. 8. Ord. Nov. 8.

WESTON, SELWYN B., Cranleigh, Wireless Apparatus Manufacturer. Guildford. Pet. Nov. 9. Ord. Nov. 9.

WHEELER, CHARLES, Cerne Abbas, Dorset, Farmer. Dorchester. Pet. Oct. 24. Ord. Nov. 9.

WILLIAMS, Lieut.-Col. WALTER, Hertford-st., Mayfair, High Court. Pet. Oct. 3. Ord. Nov. 8.

WILSON, EYRE J. W., Stamford, Builder. Peterborough. Pet. Nov. 9. Ord. Nov. 9.

WRAGG, THOMAS, Birmingham, Grocer. Birmingham. Pet. Nov. 9. Ord. Nov. 9.

WRIGHT, EDWIN C., Longton, Potter. Hanley. Pet. Nov. 7. Ord. Nov. 7.

YOUDAN, WILLIAM, Cawthorne, Yorks. Barnsley. Pet. Nov. 8. Ord. Nov. 8.
Amended Notice substituted for that published in the *London Gazette* of November 2, 1923

IRESON, ALLAN, Wantage, Coal and Coke Merchant. Oxford. Pet. Oct. 5. Ord. Oct. 29.